

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
(HOUSTON DIVISION)**

LINDSAYCA USA, INC., a Texas corporation, **CASE NO. _____**

Plaintiff,

vs.

**PETROLEOS DE VENEZUELA, S.A., a Venezuelan entity,
PDVSA SERVICES, INC., a Delaware corporation,
and
BARIVEN, S.A., a Venezuelan entity,**

Defendants.

_____ /

COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, **LINDSAYCA USA, INC.**, a Texas corporation, (hereinafter referred to as “Lindsayca”), by and through its undersigned counsel, and presents herewith, its Complaint for Damages against Defendants, **PETROLEOS DE VENEZUELA, S.A.**, a Bolivarian Republic of Venezuela entity (hereinafter referred to as “PDVSA”), **PDVSA SERVICES, INC.**, a Delaware corporation (hereinafter referred to as “PSI”), and **BARIVEN, S.A.**, a Bolivarian Republic of Venezuela entity (hereinafter referred to as “BARIVEN”), and states as follows:

JURISDICTION AND VENUE

1. Subject matter jurisdiction of this Court is supported by 28 U.S.C §1332(a), in that the Plaintiff and Defendants have full diversity, being that the parties are citizens of different states and foreign nations, and the matter in controversy exceeds the sum or value of \$75,000.00, exclusive of interest and costs. Specifically, Plaintiff, **LINDSAYCA**, is a Texas corporation;

Defendant, **PDVSA**, is a Venezuelan entity; Defendant, **PSI**, is a Delaware corporation, and Defendant, **BARIVEN**, is a Venezuelan entity.

2. This Court has personal jurisdiction over Defendant PSI because it is a resident of Texas and the Southern District of Texas, and maintains a principal place of business in Houston, Texas.

3. This Court has personal jurisdiction over Defendants Bariven and PDVSA because they contract by mail or otherwise with PSI to perform contracts in whole or in part in Texas, on PDVSA's behalf. Upon information and belief, Defendants Bariven and PDVSA recruit Texas residents through their subsidiary, PSI, for employment in Texas and outside of this state.

4. On their own and through their subsidiary, PSI, Defendants Bariven and PDVSA conduct business in Texas on a regular, continuous, and systematic basis and purposely avail themselves of the benefits and protections of Texas law. Defendants, Bariven and PDVSA, have conducted business for years with their subsidiary, PSI, in Texas, including in Harris County, Texas. Defendants, Bariven and PDVSA, on information and belief, are operating with PSI in a joint venture to regularly and systematically procure and order goods and services in Texas, among other states. This Court has personal jurisdiction over Defendants Bariven and PDVSA because they have sufficient minimum contacts with Texas such that the assertion of jurisdiction will not offend traditional notions of fair play and substantial justice.

5. On behalf of PDVSA, Bariven and PSI entered into contracts with Plaintiff that were to be performed, in whole or in part, in Texas. Specifically, Bariven and PSI entered into contracts with Plaintiff for the provision of equipment to be supplied in Houston, Texas. After Plaintiff delivered the equipment to the Defendants in Houston, Texas, the Defendants then shipped the equipment to Venezuela. Defendants Bariven and PDVSA were the ultimate

beneficiaries and end-users of the equipment. In addition, Defendants Bariven and PSI required Plaintiff to deliver invoices to PSI's principal office in Harris County, Texas, and PSI was to wire payment from its principal office in Harris County, Texas, to Plaintiff's bank account in Houston, Texas.

6. Pursuant to 28 U.S.C. §1605(a)(1), Defendant Bariven is not immune from the jurisdiction of the courts of the United States or of this State, as Defendant Bariven waived its immunity by contractually consenting to the exclusive jurisdiction in the state and federal courts of Harris County, Texas for all disputes arising out of the purchase orders contracts at issue in this action.

7. Pursuant to 28 U.S.C. §1605(a)(2), Defendants Bariven and PDVSA are not immune from the jurisdiction of the courts of the United States, or of this State, as this action is based upon a commercial activity carried on in the United States or upon an act outside the United States in connection with a commercial activity outside of the United States that caused a direct effect in the United States.

8. Venue of this action is proper pursuant to 28 U.S.C.A. §1391 inasmuch as a substantial part of the events or omissions giving rise to the claim occurred within this district and a defendant is subject to the court's personal jurisdiction with respect to this action.

Specifically, venue is proper in this Court over Defendant PSI pursuant to 28 U.S.C. §1391 and Tex. Civ. Prac. & Rem. Code §15.002(a)(1) because all or a substantial part of the acts or omissions giving rise to Plaintiff's claims occurred within the Southern District of Texas and Harris County, Texas. PSI issued four (4) purchase orders within the Southern District of Texas and Harris County, Texas, with payment to be made by PSI from its principal office in Harris County, Texas. Venue is also proper in this Court pursuant to 28 U.S.C.A. §1391 and Tex. Civ. Prac. &

Rem. Code §15.002(a)(3) because PSI's principal office is located within the Southern District of Texas and Harris County, Texas.

9. Venue is proper in this Court over Defendants Bariven and PSI because they contractually consented to venue in the state and federal courts of Harris County, Texas for all disputes arising out of the purchase orders.

10. Venue is proper for all Defendants under 28 U.S.C.A. §1391 and Tex. Civ. Prac. & Rem. Code §15.005 because venue is proper against at least one defendant and all claims or actions in this Complaint arise out of the same transaction, occurrence, or series of transactions or occurrences.

11. Venue is also proper under 28 U.S.C.A. §1391 and Tex. Civ. Prac. & Rem. Code § 15.035(a) because the parties' contracts required performance of obligations in the Southern District of Texas and this county. Specifically, the parties' contracts required that invoices be delivered to PSI's principal office in Houston, Harris County, Texas, that Plaintiff deliver equipment pursuant to the contracts in Houston, Harris County, Texas, and that the payment of Plaintiffs invoices would be issued from PSI's office in Houston, Harris County, Texas.

PARTIES

12. Plaintiff, Lindsayca USA, Inc., is a Texas corporation, with its principal place of business located in Houston, Texas.

13. Defendant, Petroleos De Venezuela, S.A., is an entity existing under the laws of Bolivarian Republic of Venezuela. Pursuant to Tex. Civ. Prac. & Rem. Code § 17.044, the Texas Secretary of State is an agent for service of process on a nonresident who engages in business in Texas, but does not maintain a regular place of business in Texas or a designated agent for service of process in any proceeding that arises out of business conducted in Texas and to which the

nonresident is a party. PDVSA conducts business in Texas through its wholly-owned subsidiary and joint venture partner, PSI, but does not maintain a regular place of business or a designated agent for service of process. This dispute arises out of business conducted in Texas and to which PDVSA is a party.

In the alternative, or in conjunction with service on PDVSA through the Texas Secretary of State, PDVSA may be served with process at its principal place of business pursuant to "The Convention on the Service Abroad of Judicial and Extrajudicial Documents in Civil or Commercial Matters" (the "Hague Service Convention"), to which Venezuela is a signatory. PDVSA is an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603(b). Specifically, PDVSA is organized and existing by virtue of the laws of Venezuela. PDVSA maintains its principal place of business at Aveajda Libertador con calle El Empalme, Complejo MinPetroleo - PDVSA, La Campina, Caracas, Venezuela. Under 28 U.S.C. §1608(b)(2), PDVSA may be served with process pursuant to the Hague Service Convention.

14. Defendant, PDVSA Services, Inc., is a Delaware corporation with its principal place of business located at 1293 Eldridge Parkway, Houston, Texas, 77077. PSI may be served with process by serving its registered agent, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas, 75201-3136.

15. Defendant, Bariven S.A., is an entity existing under the laws of Venezuela. Bariven previously designated an agent for service in Texas, but the designation has since lapsed. Under Tex. Bus. Orgs. Code § 5.251(1), the Texas Secretary of State is an entity's agent for service of process for a foreign filing entity that fails to appoint or maintain a registered agent in Texas. The Texas Secretary of State is also an agent of an entity for service of process if an entity is a foreign filing entity that transacts business in Texas without being registered, as required under Chapter 9

of the Texas Business Organizations Code. Tex. Bus. Orgs. Code § 5.251(2)(B). Bariven is a foreign filing entity that transacts business in Texas without being registered as required, and Bariven has failed to appoint or maintain a registered agent in Texas. Thus, service of process can be effectuated on the Texas Secretary of State as Bariven's agent for service of process. In addition, the Texas Secretary of State is an agent for service of process on a nonresident who engages in business in Texas, but does not maintain a regular place of business in Texas or a designated agent for service of process in any proceeding that arises out of business conducted in Texas and to which the nonresident is a party. Tex. Civ. Prac. & Rem. Code § 17.044. Bariven conducts business in Texas through its wholly-owned subsidiary and joint venture partner, PSI, but does not maintain a regular place of business or a designated agent for service of process. This dispute arises out of business conducted in Texas and to which Bariven is a party.

In the alternative, or in conjunction with service on Bariven through the Texas Secretary of State, Bariven may be served with process at its principal place of business pursuant to the Hague Service Convention. Bariven is an agency or instrumentality of a foreign state as defined in 28 U.S.C. §1603(b). Specifically, Bariven is organized and existing by virtue of the laws of Venezuela. Bariven maintains its principal place of business at Avenida Libertador, Edificio PDVSA Torre Este, Piso 6, Urbanizacion La Campina, Caracas, Venezuela. Under 28 U.S.C. § 1608(b)(2), Bariven may be served with process pursuant to the Hague Service Convention.

GENERAL ALLEGATIONS

16. Lindsayca is an international business located in Houston, Texas, that supplies goods and services to the oil, gas, petrochemical, and power industries, to customers around the world.

17. This case stems from the purchase of oil and gas equipment and/or services by the

Bolivarian Republic of Venezuela state-run oil company, PDVSA, from Lindsayca.

18. During 2013 and 2014, Lindsayca sold equipment and services in multiple shipments to PDVSA pursuant to Purchase Orders and Invoices to update or replace processing equipment and parts in its oil producing operating facilities in Venezuela (the "Equipment and Services").

In many cases, the equipment was manufactured on demand subject to very precise codes and specifications, or required special metals, alloys, or coatings in its manufacture. Lindsayca assisted PDVSA with the installation of the equipment at its refineries. In addition, Lindsayca assisted PDVSA's technical personnel in searching for alternatives to substitute obsolete materials that are no longer produced in modern iron mills and in adapting existing equipment to new industry standards.

A. Defendants Issue Purchase Orders to Lindsayca and Lindsayca issued its Invoices.

19. PSI and Bariven are wholly-owned subsidiaries and/or under the control of PDVSA and function as the commercial procuring arms of the Venezuelan government and of PDVSA. PSI is the international purchasing agent for Bariven and it is directly owned and controlled by Bariven, and ultimately, PDVSA.

20. Bariven is primarily responsible for procuring materials and equipment outside of Venezuela, including in the United States, to support the exploration, production and refining activities of PDVSA in Venezuela. Bariven has a long history of doing substantial business in the United States, and its annual purchases are in the hundreds of millions of U.S. dollars.

21. During 2013 and 2014, through its international purchasing agents and joint venture partners, PSI and Bariven, PDVSA placed nine (9) separate purchase orders reflected in six (6)

separate invoices, however only four (4) of those invoices are the subject of this litigation, since the others have been resolved.

Specifically, the amounts due and owing upon the outstanding invoices pertaining to the purchase orders for the supply of Equipment and Services are as follows: (Copies of the four (4) invoices and their respective purchase orders are attached hereto as follows:

<u>Invoice</u>	<u>Date</u>	<u>Amount Due</u>	
Invoice No. 1673	3/21/13	\$107,106.60	(<i>Composite Exhibit "A"</i>)
Invoice No. 1712	7/31/13	\$26,786.28	(<i>Composite Exhibit "B"</i>)
Invoice No. 1724	11/12/13	\$755,866.70	(<i>Composite Exhibit "C"</i>)
Invoice No. 1741	1/14/14	\$3,248,465.66	(<i>Composite Exhibit "D"</i>)
Total		<u>\$4,138,225.24</u>	

22. The invoices provide for the delivery of the equipment to take place in Houston, Harris County, Texas. The agreed payment terms were that each invoice was due thirty (30) days from the date each invoice was issued. The equipment was to be delivered, and was in-fact delivered, to Clover International, Inc. at 15700 International Plaza Dr., Houston, TX 77032 or 14134 Vickery Dr., Houston, TX 77032, and on one occasion, to DHL Global Forwarding, as directed by the terms and conditions of the agreement.

23. Notwithstanding having received the equipment and services on time and according to specifications and Defendants never challenging any of the specifications of the equipment, PSI defaulted in its payment obligations to Lindsayca. Even after PSI started falling behind in its payment obligations, Lindsayca continued its procurement services to PDVSA as a show of goodwill to continue its commercial relationship with Defendants.

24. PSI and Bariven instructed that all invoices for the equipment should be sent to PSI's principal office located in Houston, Texas. According to the Purchase Orders "Invoice Preparation and Distribution" instructions were that "Seller will send invoices to: "PDVSA Services Inc., Att' n: Accounts Payable, P.O. Box 4403, Houston, Texas 77210-4403" (contact name, phone number and fax included.)

25. Payment terms were stated on the cover of each of the Purchase Orders, as "net 30 days." Additionally, the "General Invoicing Instructions" provided that standard invoice processing consisted of "upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of invoice, unless otherwise specified in this Purchase Order."

26. According to the "General Invoicing Instructions" contained in the Purchase Orders, "All payments are processed *via* "ACH" (Automatic Clearinghouse) electronic funds transfer."

27. All Equipment and Services were delivered per the instructions of PSI and Bariven on time and in compliance with all specifications.

28. PDVSA has made no payments on the four (4) invoices listed above, so their respective principal amount remains due and outstanding in-full with accruing interest as of the date each invoice became due and payable.

29. After due notice, multiple communications, meetings and demand letters, Lindsayca remains unpaid of the total principal amount of \$4,138,225.24 plus accrued interest. This sum is owed by PSI as Purchasing Agent and Bariven who took possession of the equipment, and PDVSA as the ultimate user and beneficiary of the equipment and services which was delivered and accepted per the purchase orders in Houston, Texas. Bariven and PSI took full

possession and title to the equipment at the point of delivery in Houston, Texas. On information and belief, the equipment is now being used by PDVSA in its refinery facilities in Venezuela.

B. Acknowledgement of Debt by Defendants.

30. Defendants have acknowledged the debt owed to Lindsayca on more than one occasion in communications exchanged between Lindsayca and the Defendants. (Attached hereto as ***Composite Exhibit “E”*** is correspondence from Lindsayca to the Defendants dated February 6, 2017 and January 14, 2018 advising that the above four (4) invoices remain due and payable.) (Attached hereto as ***Exhibit “F”*** is correspondence from the Defendants to Lindsayca dated March 8, 2017 acknowledging the debt represented by the subject four (4) invoices.)

31. Efforts to pursue payment from Defendants have caused Lindsayca to devote significant time and resources during the course of several years. Lindsayca now seeks assistance from the court to recover the unpaid and owing amounts for the supply of equipment and services to Defendants, along with reasonable and necessary attorneys' fees, pre-judgment and post-judgment interest, and costs as allowed by law.

COUNT I
(ACTION FOR BREACH OF CONTRACT)
(AGAINST ALL DEFENDANTS)

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 31, inclusive, of this Complaint as if set forth fully herein.

32. All conditions precedent to the filing of the within action for Breach of Contract have been fulfilled.

33. PSI, as an agent and joint venture partner of Bariven, entered into the subject purchase orders with Lindsayca for the sale of equipment and services to PDVSA as described in and as evidenced by the four (4) subject invoices.

34. Under the Purchase Orders, the equipment and services would be delivered from Lindsayca to Bariven and PSI in Houston, Texas, invoices would be billed to PSI in Houston, Texas, and invoices would be copied to Bariven in Houston, Texas.

35. The Purchase Orders created duties between all the parties. Lindsayca agreed to sell the equipment and services to Defendants. In exchange for the products, Defendants had a duty to pay Lindsayca a total sum **\$4,138,225.24** dollars. Under the Purchase Orders' Terms and Conditions as well as the Invoices, payment was to be deposited into Lindsayca's bank account with Compass Bank in Houston, Texas, within thirty (30) days of receiving invoices from Lindsayca.

36. The Defendants have made no payments upon the subject four (4) invoices and all balances reflected therein remain past due and outstanding.

37. By failing to pay the invoices, the Defendants breached material duties under the purchase orders and invoices.

38. By way of correspondence dated March 8, 2017, Defendants acknowledged the debt and created an undertaking to reaffirm the debt. (*Exhibit "F."*)

39. As a direct and proximate result of the Defendants' breach of contract, Plaintiff has incurred direct, indirect, consequential, special, and incidental damages. These damages were the foreseeable and expected consequences of the Defendants' breach of contract.

40. As a direct and proximate result of the breach of contract committed by the Defendants, Plaintiff has been required to retain the services of George J. Vila, P.A. with regard to this matter, and has incurred attorney's fees and costs of this proceeding. Such attorney's fees and costs are necessary and have been incurred as a result of the Defendants' breach of contract.

WHEREFORE, the Plaintiff, **LINDSAYCA USA, INC.**, demands judgment for all recoverable direct, indirect, consequential, special, and incidental damages against the Defendants; pre-judgment interest as allowed by law; post-judgment interest as allowed by law; attorney's fees and costs of this proceeding through trial pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code and through all appeals of this matter, and further relief, in equity or in law, general or special, to which Lindsayca may show itself to be justly entitled. Plaintiff further demands trial by jury as to all issues triable as of right.

COUNT II
(ACTION FOR QUANTUM MERUIT)
(AGAINST ALL DEFENDANTS)

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 31, inclusive, of this Complaint as if set forth fully herein.

41. Upon assurances that Defendants would pay outstanding amounts on the subject four (4) invoices, Defendants induced Lindsayca to continue delivering equipment and services for ultimate shipment to PDVSA.

42. Lindsayca seeks to recover payment for the equipment and services that were delivered to Defendants.

43. The equipment and services were accepted by the Defendants, which, on information and belief, are presently in use by Defendants, or were in use by Defendants, with the expectation that they would pay for said equipment and services.

44. Defendants would be unjustly enriched if they do not pay for the equipment and goods they received.

45. As a direct and proximate result of the Defendants' unjust and inequitable conduct, Plaintiff has incurred direct, indirect, consequential, special, and incidental damages. These

damages were the foreseeable and expected consequences of the Defendants' unjust and inequitable conduct.

46. As a direct and proximate result of the unjust and inequitable conduct committed by the Defendants, Plaintiff has been required to retain the services of George J. Vila, P.A. with regard to this matter, and has incurred attorney's fees and costs of this proceeding. Such attorney's fees and costs are necessary and have been incurred as a result of the Defendants' unjust and inequitable conduct.

WHEREFORE, the Plaintiff, **LINDSAYCA USA, INC.**, demands judgment for all recoverable direct, indirect, consequential, special, and incidental damages against the Defendants; pre-judgment interest as allowed by law; post-judgment interest as allowed by law; attorney's fees and costs of this proceeding through trial pursuant to Chapter 38 of the Texas Civil Practice & Remedies Code and through all appeals of this matter, and further relief, in equity or in law, general or special, to which Lindsayca may show itself to be justly entitled. Plaintiff further demands trial by jury as to all issues triable as of right.

JOINT LIABILITY OF THE DEFENDANTS

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 46, inclusive, of this Complaint as if set forth fully herein.

47. Defendants had an agreement among each other to procure materials and equipment needed to support the exploration, production and refining activities of PDVSA in Venezuela.

48. Defendants had a community of interest in their venture to procure these materials and equipment. Defendants agreed to share profits and losses, and had a mutual right of control or management of their venture.

49. Thus, Defendants are in a joint venture with each other for procuring materials and equipment needed to support the exploration, production and refining activities of PDVSA in Venezuela, and are consequently jointly and severally liable for the joint venture's debts and obligations, including the claims made in this lawsuit.

WHEREFORE, the Plaintiff, **LINDSAYCA USA, INC.**, prays that this Honorable Court impose joint and several liability for the joint venture's debts and obligations, including all claims set forth in this Complaint.

ALTER-EGO LIABILITY

Plaintiff, **LINDSAYCA USA, INC.**, realleges, reavers and incorporates by reference Paragraphs 1 through 46, inclusive, of this Complaint as if set forth fully herein.

50. Plaintiff alleges that Defendants PSI and Bariven are the alter egos of PDVSA.

51. PSI and Bariven were organized and operated as mere tools or business conduits of PDVSA, in complete disregard of their corporate form.

52. PDVSA has a financial interest in Bariven. Bariven is a wholly-owned subsidiary of PDVSA whose primary purpose is to procure materials and equipment required for PDVSA's operations.

/; 53. PDVSA has a financial interest in PSI. PSI is ultimately a wholly-owned procurement subsidiary of PDVSA based in Houston, Texas, that is primarily responsible for international purchasing on behalf of PDVSA.

54. PDVSA dominates and controls PSI and Bariven to such an extent that PSI and Bariven are the alter egos of PDVSA.

55. At all relevant times, there was such a unity between PDVSA, PSI, and Bariven, that their separateness has ceased to exist and not holding them jointly liable would result in an injustice.

56. PSI and Bariven were utilized by PDVSA in such a manner to cause financial losses to Plaintiff for the direct benefit of PDVSA. Accordingly, Plaintiff requests the Court to disregard the corporate form and pierce the corporate veil to hold PDVSA jointly and severally liable for the obligations of PSI and Bariven.

NOTICE RE CONDITIONS PRECEDENT

57. All conditions precedent necessary to maintain the actions set forth in this Complaint for Damages have occurred and have been performed.

Dated: December 30, 2020

Respectfully submitted,

GEORGE J. VILA, Esq.
201 Alhambra Circle, Suite 702
Coral Gables, Florida 33134
Office: (305) 445-2540
E-mail: gvila@gjvpa.com
(Counsel for Plaintiff, *Lindsayca USA, Inc.*)

By: **/s/ George J. Vila**
GEORGE J. VILA, Esq.
(Florida Bar No. 141704)

Composite Exhibit “A”

LINDSAYCAUSA**INVOICE**

14350 Chrisman Road
Houston TX 77039
PH: 713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

Invoice No.: 001673
Invoice Date: 03/21/13
Due Date: 04/20/13
PO No.: PO#5100105592 / RFQ 6500243479
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

Contact Name:

Terms: NET 30

Ship Via:

SHIP TO

Clover International INC
15700 International Plaza Dr

Houston TX 77032
USA

Item	Quantity	Description	Unit Price	Total
TMEMVARIVARI0003	15	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	\$ 7,140.44	\$ 107,106.60
			Subtotal	\$ 107,106.60

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON, TEXAS
713 467 9560
www.LINDSAYCAUSA.com

Total \$ 107,106.60
Balance Due \$ 107,106.60

Remarks: PO#5100105592
RFQ#6500243479
Delivery Terms:FCA Houston Tx
Payment Terms: NET 30
Item Part#00657107
HTS#8537.10.9060
ECCN#EAR99



RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

03-22-2013 0137

Thanks for sending us your payment promptly. We appreciate your business!



BARIVEN, S.A.
c/o PDVSA Services, Inc.
Purchasing Agent (BU00)
1293 Eldridge Parkway
Houston, Texas 77077
United States of America

SUPPLIER:
Lindsayca USA
Former: Lindsayca USA, Inc
14350 chrisman Rd
HOUSTON
USA
POSTAL CODE: 77039 PO BOX: --
SALESPERSON / PHONE: ALEJANDRO SABATINO/+1
(713) 4679560
FAX: 7134679561
PDVSA SUPPLIER CODE: 350015797

Purchase order

5100105592

DATE : February,26 2013
CONTACT : Rosalind Benford
TEL. USA : (281)5886473
E-MAIL :
2815886286/benfordr@psi.pdv.com
YOUR REF. 2013-0108-04

INSTRUCTIONS FOR SUPPLIERS :
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : May,01 2013

CLOVER INTERNATIONAL INC/Pick up Dp
Tlf: 2814499700 Fax 281-449-1630
15700 International Plaza Dr.Suite #100
dispatch@houston.clovergroup.com
HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA VNDR'S WHSE, HOUSTON, TX.
PAYMENT TERMS. : net 30 days

CURRENCY : USD

Shipping Marks

BARIVEN, S.A./PDVSA PETROLEO / MYM PUER
5100105592/XG63058216

PLC-PUERTO LA CRUZ
via :BARCELONA, VENEZUELA
PRIORITY LEVEL: 2
FIELD EXPEDITING: N
INSPECTION FLAG: N

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	00657107	15	Piece	RELAY PROTECCIO	7,140.44	107,106.60

Purchase order text RELAY, FUNCTION PROTECCION, CONTROL Y MONITORE, OPERATING MECHANISM ALETRONIC, TYPE SR-760-P5-G5-S5-HI-A20-R, DRIVE ELECTRIC, VOLTAGE 125 VAC, CURRENT 5A, FREQUENCY 60 HZ, MANUFACTURER AND CATALOG No GE POWER MANAGEMENT SR760II, USE LINE PROTECTION.

Additional technical specs.



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100105592

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE

OFFERING: ITEM # 760-P5-G5-S5-HI-A-20-R-E						
760 MOTOR PROTECTION SYSTEM						

Gross Price 107,106.60

Net value 107,106.60

Purchase order total value 107,106.60 USD

P.O. General terms

*** DOC. B0021, REV. E (06.13.2007) ***

DELIVERY

QUOTED DELIVERY: 6 - 8 WEEKS ARO.

LINE ITEMS MUST SHIP COMPLETE.

PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

NEW MATERIAL

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

ORDER ACKNOWLEDGEMENT

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER _____
- CONFIRMED DELIVERY DATE _____
- YOUR REFERENCE NUMBER _____
- YOUR EXPEDITING CONTACT _____
- TELEPHONE NUMBER _____
- FACSIMILE NUMBER _____
- DRAWINGS SUBMITTAL DATE _____ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT OAINBOX@PSI.PDV.COM

**SUPPLIER:**

Lindsayca USA
14350 Chrisman Rd
HOUSTON

Purchase order**5100105592****Terms of delivery**

PDVSA SERVICES, INC PURCHASE ORDER
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

***** I. INVOICE PREPARATION AND DISTRIBUTION *******A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
 - a. Invoice date and number.
 - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
 - c. Delivery terms.
 - d. Payment terms.
 - e. Purchase Order Item Numbers as referenced in the order.
 - f. Quantity and description of materials.
 - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
 - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

B. INVOICE DISTRIBUTION FOR PAYMENT:

For payment purposes submit the following documents to the address that appears below:

- * 1 original invoice (signed with blue ink and prepared as described above)
- * copy of executed bill of lading or air waybill
- * copy of export packing list
- * copy of export commercial invoice
- * freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.
Attn: Accounts Payable
P.O. Box 4403
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A./c/o PDVSA Services Inc. Attn: Account Payable
1293 Eldridge Parkway Houston, TX 77077
Contact Name: Tim Marshman
Contact Number: (281)588-6253
Contact Fax: (281)582-7578

***** II. SHIPPING *****

- A. **FREIGHT CHARGES:** As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. **DO NOT SHIP PARTIALS** unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. **PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.**

***** III. SHIPPING DOCUMENTS *****

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

Purchase order**5100105592****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

- * Commercial Invoice
 - * Packing List and/or Tally Sheet
 - * Bill of Lading or Air Waybill
 - * Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
 1. The purchase order is for Pipes and Shipping
Marks indicate MARACAIBO or GUANTA VENEZUELA.
 2. The purchase order is for equipment or material
whose country of origin is Argentina, Brazil,
Colombia, Chile, or Mexico.
 - * Material Safety Data Sheet (MSDS)- MUST ACCOMPANY
DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
 - * Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
 - API Certificates- Material Test Reports/Mill Test Reports
 - Certificate of Conformance/Compliance
 - Certificate of Analysis
 - Non-destructive test reports
 - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.
Attn: Document Control
P.O. Box 4403
Houston, TX 77210-4403

COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.
Attn: Document Control
1293 Eldridge Parkway
Houston, TX 77077.
Contact Name: Maria Ibanez
Contact Number: (281)588-6255
Contact Fax: (281)588-6265

E-MAIL ADDRESS:

SHIPPINGDOCS@PSI.PDV.COM

EUROPEAN ADDRESS:

PDVSA SERVICES BV
ATTN. RONALD PATERNOTTE
PRESIDENT KENNEDYLAAN 19
2517 JK THE HAGUE
THE NETHERLANDS

EUROPEAN E-MAIL ADDRESS:

LOGISTICS@PDVSA.NL

***** IV. PACKING *****

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

Purchase order**5100105592****SUPPLIER:**

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treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

A. PACK MATERIALS in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.
DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.
2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

B. PACKING LIST must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

C. DANGEROUS/HAZARDOUS MATERIALS: Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.***** V. MARKING (MUST BE PERMANENT/WATERPROOF)*******A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

C. SHIPPING UNIT NUMBERS: Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

***** VI. US EXPORT COMPLIANCE *** (IF APPLICABLE)**

DESTINATION CONTROL STATEMENT: According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



Purchase order

5100105592

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

MECHANICAL EQUIPMENT TR300

=====

Technical Requirements: TR300, revision 3, August 2012.
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

=====

TECHNICAL REQUIREMENTS

AFTER RECEIVING ORDER - ARO

REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:

- 2.1 GENERAL ARRANGEMENT/LAYOUT DRAWINGS.
- 2.2 PRODUCTION/MFG. DRAWINGS INCLUDING DETAIL WITH BOM.
- 2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS
- 2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

IN-PROCESS (PRODUCTION)

- 3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).
- 3.2 LIST OF REQUIRED IN PROCESS TESTING, (NDT, FUNCTION)
- 3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

FINAL INSPECTION PROCESS

- 4.1 MECHANICAL/FUNCTIONAL TESTING
- 4.2 ELECTRICAL/FUNCTIONAL TESTING
- 4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

REQUIRED DOCUMENTATION PACKAGE

- 5.1 MATERIAL TEST REPORTS (CMTR'S, DATA SHEETS) TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204
- 5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS.
- 5.3 NDT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR AS APPLICABLE).
- 5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE).
- 5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

6. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).

COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

TECHDOCS@PSI.PDV.COM
TECHDOCS@BARIVEN.EU
INSPECTIONBV@PDVSA.COM

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

Purchase order**5100105592****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

IMPORTANT INSTRUCTIONS TO SELLER
(Doc. Z_ME_PO_GEN_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@psi.pdv.com

Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
P.O. Box 4403
Houston, Texas 77210 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
1293 Eldridge Parkway,
Houston, Texas 77077 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

NOTE TO SUPPLIERS:

Invoices will not be processed unless all export or quality documents are provided.



PDVSA

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100105592

Regards,

Bariven, S.A.- C/O. PDVSA Services, INC.
Purchasing Agent



BARIVEN, S.A.
c/o PDVSA Services, Inc.
Purchasing Agent (BU00)
1293 Eldridge Parkway
Houston, Texas 77077
United States of America

SUPPLIER:

Lindsayca USA
Former: Lindsayca USA, Inc
14350 chrisman Rd
HOUSTON
USA

POSTAL CODE: 77039 PO BOX: --
SALESPERSON / PHONE: ALEJANDRO SABATINO/+1
(713) 4679560
FAX: 7134679561
PDVSA SUPPLIER CODE: 350015797

Purchase order**5100105592**

DATE : February,26 2013
CONTACT : Rosalind Benford
TEL. USA : (281)5886473
E-MAIL :
2815886286/benfordr@psi.pdv.com
YOUR REF. 2013-0108-04

INSTRUCTIONS FOR SUPPLIERS :
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : May,01 2013

CLOVER INTERNATIONAL INC/Pick up Dp
Tlf: 2814499700 Fax 281-449-1630
15700 International Plaza Dr.Suite #100
dispatch@houston.clovergroup.com
HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA VNDR'S WHSE, HOUSTON, TX.
PAYMENT TERMS. : net 30 days

CURRENCY : USD**Shipping Marks**

BARIVEN, S.A./PDVSA PETROLEO / MYM PUER
5100105592/XG63058216

PLC-PUERTO LA CRUZ
via :BARCELONA, VENEZUELA
PRIORITY LEVEL: 2
FIELD EXPEDITING: N
INSPECTION FLAG: N

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	00657107	15	Piece	RELAY PROTECCIO	7,140.44	107,106.60

Purchase order text RELAY, FUNCTION PROTECCION, CONTROL Y MONITORE, OPERATING MECHANISM ALECTRONIC, TYPE SR-760-P5-G5-S5-HI-A20-R, DRIVE ELECTRIC, VOLTAGE 125 VAC, CURRENT 5A, FREQUENCY 60 HZ, MANUFACTURER AND CATALOG No GE POWER MANAGEMENT SR760II, USE LINE PROTECTION.

Additional technical specs.

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100105592**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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OFFERING: ITEM # 760-P5-G5-S5-HI-A-20-R-E

760 MOTOR PROTECTION SYSTEM

Gross Price	107,106.60
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Net value	107,106.60
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Purchase order total value	107,106.60 USD
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P.O. General terms

*** DOC. B0021, REV. E (06.13.2007) ***

DELIVERY

QUOTED DELIVERY: 6 - 8 WEEKS ARO.

LINE ITEMS MUST SHIP COMPLETE.

PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

NEW MATERIAL

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

ORDER ACKNOWLEDGEMENT

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER _____
- CONFIRMED DELIVERY DATE _____
- YOUR REFERENCE NUMBER _____
- YOUR EXPEDITING CONTACT _____
- TELEPHONE NUMBER _____
- FACSIMILE NUMBER _____
- DRAWINGS SUBMITTAL DATE _____ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT OAINBOX@PSI.PDV.COM



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100105592

Terms of delivery

PDVSA SERVICES, INC PURCHASE ORDER
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

***** I. INVOICE PREPARATION AND DISTRIBUTION *****

A. COMMERCIAL INVOICE PREPARATION:

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
 - a. Invoice date and number.
 - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
 - c. Delivery terms.
 - d. Payment terms.
 - e. Purchase Order Item Numbers as referenced in the order.
 - f. Quantity and description of materials.
 - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
 - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

B. INVOICE DISTRIBUTION FOR PAYMENT:

For payment purposes submit the following documents to the address that appears below:

- * 1 original invoice (signed with blue ink and prepared as described above)
- * copy of executed bill of lading or air waybill
- * copy of export packing list
- * copy of export commercial invoice
- * freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.
Attn: Accounts Payable
P.O. Box 4403
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A.c/o PDVSA Services Inc.Attn. Account Payable
1293 Eldridge ParkwayHouston, TX 77077
Contact Name: Tim Marshman
Contact Number: (281)588-6253
Contact Fax: (281)582-7578

***** II. SHIPPING *****

- A. FREIGHT CHARGES:** As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS** unless written authorization is provided by PDVSA SERVICES INC. personnel.
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- B.** Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

**Purchase order****5100105592****SUPPLIER:**

Lindsayca USA
14350 Chrisman Rd
HOUSTON

- * Commercial Invoice
 - * Packing List and/or Tally Sheet
 - * Bill of Lading or Air Waybill
 - * Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
 1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
 2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
 - * Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
 - * Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
 - API Certificates- Material Test Reports/Mill Test Reports
 - Certificate of Conformance/Compliance
 - Certificate of Analysis
 - Non-destructive test reports
 - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.
Attn: Document Control
P.O. Box 4403
Houston, TX 77210-4403

COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.
Attn: Document Control
1293 Eldridge Parkway
Houston, TX 77077.
Contact Name: Maria Ibanez
Contact Number: (281)588-6255
Contact Fax: (281)588-6265

E-MAIL ADDRESS:

SHIPPINGDOCS@PSI.PDV.COM

EUROPEAN ADDRESS:

PDVSA SERVICES BV
ATTN. RONALD PATERNOTTE
PRESIDENT KENNEDYLAAN 19
2517 JK THE HAGUE
THE NETHERLANDS

EUROPEAN E-MAIL ADDRESS:

LOGISTICS@PDVSA.NL

***** IV. PACKING *****

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

Purchase order**5100105592****SUPPLIER:**

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treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

A. PACK MATERIALS in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.

DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.

2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

B. PACKING LIST must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

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1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

C. SHIPPING UNIT NUMBERS: Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

***** VI. US EXPORT COMPLIANCE *** (IF APPLICABLE)**

DESTINATION CONTROL STATEMENT: According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of

Purchase order**5100105592****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

MECHANICAL EQUIPMENT TR300

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Technical Requirements: TR300, revision 3, August 2012.
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

=====

TECHNICAL REQUIREMENTS

AFTER RECEIVING ORDER - ARO

=====

REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:

2.1 GENERAL ARRANGEMENT/LAYOUT DRAWINGS.

2.2 PRODUCTION/MFG. DRAWINGS INCLUDING DETAIL WITH BOM.

2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS

2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

IN-PROCESS (PRODUCTION)

3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).

3.2 LIST OF REQUIRED IN PROCESS TESTING, (NDT, FUNCTION)

3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

FINAL INSPECTION PROCESS

4.1 MECHANICAL/FUNCTIONAL TESTING

4.2 ELECTRICAL/FUNCTIONAL TESTING

4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

REQUIRED DOCUMENTATION PACKAGE

5.1 MATERIAL TEST REPORTS (CMTR'S, DATA SHEETS) TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204

5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS.

5.3 NDT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR AS APPLICABLE).

5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE).

5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

6. DOCUMENTATION REQUIREMENTS
(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven:
Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:
TECHDOCS@PSI.PDV.COM
TECHDOCS@BARIVEN.EU
INSPECTIONBV@PDVSA.COM

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100105592****IMPORTANT INSTRUCTIONS TO SELLER**
(Doc. Z_ME_PO_GEN_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn: Expediting Department oainbox@psi.pdv.com

Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
P.O. Box 4403
Houston, Texas 77210 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
1293 Eldridge Parkway,
Houston, Texas 77077 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

NOTE TO SUPPLIERS:

Invoices will not be processed unless all export or quality documents are provided.



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100105592

Regards,
Bariven, S.A.- C/O. PDVSA Services, INC.
Purchasing Agent

Composite Exhibit “B”

LINDSAYCAUSA

14350 Chrisman Road
Houston TX 77039
713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

INVOICE

Invoice No.: 001712
Invoice Date: 07/31/13
Due Date: 08/30/13
PO No.: PO#5100106945 RFQ#6500241551
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

SHIP TO

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:

Terms: NET 30

Ship Via:

Quantity	Description	Unit Price	Total
TSMSPSMLTPSM0024	2 PLATE 1/4", 96" X 48" X 1/4" SS, ASTM A240 GR240 T-410	\$ 2,943.14	\$ 5,886.28
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 9 1/8, 12"L GARDE UNS N04400	\$ 10,450.00	\$ 20,900.00
Subtotal			\$ 26,786.28

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Accounting No: 113010547
Account No: 2533168984

Total \$ 26,786.28

Balance Due \$ 26,786.28

Remarks: PO#5100106945 RFQ#6500241551
Delivery Terms:FCA VNDR'S WHSE Houston TX
Payment Terms: NET 30
Item#00300257
HTS#7505.12.00.00
ECCN#EAR99
License#NLR
Item#00300026
HTS#7505.12.00.00
ECCN#EAR99
License#NLR

ORIGINAL

RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

VIRGILIO ORTUNO
08/01/13 2 SMD

LINDSAYCA
HOUSTON, TEXAS
713-467-9560
www.lindsaycausa.com



BARIVEN, S.A.
c/o PDVSA Services, Inc.
Purchasing Agent (BU00)
1293 Eldridge Parkway
Houston, Texas 77077
United States of America

SUPPLIER:

Lindsayca USA
Former: Lindsayca USA, Inc
14350 chrisman Rd
HOUSTON
USA
POSTAL CODE: 77039 PO BOX: --
SALESPERSON / PHONE: Jose Saa/+1 (713)
4679560
FAX: 7134679561
PDVSA SUPPLIER CODE: 350015797

Purchase order

5100106945

DATE : April,25 2013
CONTACT : Compras int dispon
TEL. USA : 212 9580268
E-MAIL :

INSTRUCTIONS FOR SUPPLIERS :
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : May,25 2013

CLOVER INTERNATIONAL INC/Pick up Dp
Tlf: 2814499700 Fax 281-449-1630
15700 International Plaza Dr.Suite #100
dispatch@houston.clovergroup.com
HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FOB CLOVER HOUSTON TX
PAYMENT TERMS. : net 30 days

CURRENCY : USD

P.O. General Comments

ADRIAN VALDIVIA
BUYER
PDVSA SERVICES INC.
1293 Eldridge Parkway
Houston TX, 77077
Telephone: (281)588-6361
E-mail: avaldivia@psi.pdv.com

Shipping Marks

BARIVEN, S.A./PDVSA PETROLEO / MYM PUER
5100106945/XG63057869

PLC-PUERTO LA CRUZ
via :BARCELONA, VENEZUELA
PRIORITY LEVEL: 2
FIELD EXPEDITING: N
INSPECTION FLAG: N

LINDSAYCA
HOUSTON TEXAS
713-487.9580
www.LINDSAYCAUSA.com



Purchase order

5100106945

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	00300257	2	Piece	SHEET SS ASTM A	2,943.14	5,886.28

Purchase order text SHEET, MATERIAL STAINLESS STEEL, MATERIAL STANDARD AND GRADE ASTM A 240 GR410, DIMENSIONS 96X48X1/4 in.

00002	00300026	2	Piece	CYL SOLD M 9-1/	10,450.00	20,900.00
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Purchase order text CILINDER, SOLID, MATERIAL MONEL, MATERIAL STANDARD ASTM B 164, DIAMETER 9-1/8 IN, LENGTH 12 IN, GRADE UNS N04400.

Gross Price 26,786.28

Net value 26,786.28

Purchase order total value 26,786.28 USD

P.O. General terms

*** DOC. B0021, REV. E (06.13.2007) ***

DELIVERY

QUOTED DELIVERY 3-4 WEEKS ARO.
LINE ITEMS MUST SHIP COMPLETE.
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

NEW MATERIAL

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

ORDER ACKNOWLEDGEMENT

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER _____
- CONFIRMED DELIVERY DATE _____
- YOUR REFERENCE NUMBER _____
- YOUR EXPEDITING CONTACT _____
- TELEPHONE NUMBER _____
- FACSIMILE NUMBER _____
- DRAWINGS SUBMITTAL DATE _____ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT OAINBOX@PSI.PDV.COM

**Purchase order****5100106945****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Terms of delivery

PDVSA SERVICES, INC PURCHASE ORDER
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

***** I. INVOICE PREPARATION AND DISTRIBUTION *******A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
 - a. Invoice date and number.
 - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
 - c. Delivery terms.
 - d. Payment terms.
 - e. Purchase Order Item Numbers as referenced in the order.
 - f. Quantity and description of materials.
 - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
 - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

B. INVOICE DISTRIBUTION FOR PAYMENT:

For payment purposes submit the following documents to the address that appears below:

- * 1 original invoice (signed with blue ink and prepared as described above)
- * copy of executed bill of lading or air waybill
- * copy of export packing list
- * copy of export commercial invoice
- * freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.
Attn: Accounts Payable
P.O. Box 4403
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A.c/o PDVSA Services Inc.Attn. Account Payable
1293 Eldridge ParkwayHouston, TX 77077
Contact Name: Tim Marshman
Contact Number: (281)588-6253
Contact Fax: (281)582-7578

***** II. SHIPPING *****

- A. FREIGHT CHARGES: As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.
- B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.
- C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.

***** III. SHIPPING DOCUMENTS *****

- A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.
- B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):

**PDVSA****Purchase order****5100106945****SUPPLIER:**

Lindsayca USA
14350 Chrisman Rd
HOUSTON

- * Commercial Invoice
 - * Packing List and/or Tally Sheet
 - * Bill of Lading or Air Waybill
 - * Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
 1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
 2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
 - * Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
 - * Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
 - API Certificates- Material Test Reports/Mill Test Reports
 - Certificate of Conformance/Compliance
 - Certificate of Analysis
 - Non-destructive test reports
 - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.
Attn: Document Control
P.O. Box 4403
Houston, TX 77210-4403

COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.
Attn: Document Control
1293 Eldridge Parkway
Houston, TX 77077.
Contact Name: Maria Ibanez
Contact Number: (281)588-6255
Contact Fax: (281)588-6265

E-MAIL ADDRESS:

SHIPPINGDOCS@PSI.PDV.COM

EUROPEAN ADDRESS:

PDVSA SERVICES BV
ATTN. RONALD PATERNOTTE
PRESIDENT KENNEDYLAAN 19
2517 JK THE HAGUE
THE NETHERLANDS

EUROPEAN E-MAIL ADDRESS:

LOGISTICS@PDVSA.NL

***** IV. PACKING *****

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

**PDVSA****Purchase order****5100106945****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

A. PACK MATERIALS in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.
DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.

2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

B. PACKING LIST must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

C. DANGEROUS/HAZARDOUS MATERIALS: Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.***** V. MARKING (MUST BE PERMANENT/WATERPROOF)*******A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

C. SHIPPING UNIT NUMBERS: Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

***** VI. US EXPORT COMPLIANCE *** (IF APPLICABLE)**

DESTINATION CONTROL STATEMENT: According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100106945

items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

EQUIPMENT / DOCUMENT REQUIREMENTS TR1000

Technical Requirements: TR1000, revision 6, August 2012
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

THE FOLLOWING IS REQUIRED WITH THE QUOTE:

- 1.1 PROPOSED EQUIPMENT SPECIFICATIONS / DATA SHEETS.
- 1.2 TYPICAL PERFORMANCE CHARACTERISTICS/PARAMETERS.
- 1.3 GENERAL/LAYOUT ARRANGEMENT DRAWINGS.
- 1.4 ADVICE MATERIAL ORIGIN - MILLS, CASTINGS AND FORGINGS.
- 1.5 STANDARD/OPTIONAL FEATURES.
- 1.6 RECOMMENDED SPARE PARTS LISTING, PRICED (AS APPLICABLE)
- 1.7 LIST OF EXCEPTIONS (AS APPLICABLE)

REQUIREMENTS-GENERAL-ELECTROMECHANICAL EQUIPMENT:

- 2.1 GENERAL ARRANGEMENT OR DETAIL DRAWINGS (AS APPLICABLE).
- 2.2 PRODUCTION/MFG. DRAWINGS INCLUDING DETAIL WITH BOM.
- 2.3 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS
- 2.4 SCHEMATICS FOR ELECTRICAL SYSTEM/INSTRUMENTATION WHEN APPLICABLE.

IN-PROCESS (PRODUCTION)

- 3.1 MANUFACTURING PLAN (INCLUDING QUALITY ASSURANCE PLAN).
- 3.2 LIST OF REQUIRED IN PROCESS TESTING, (NDT, FUNCTION)
- 3.3 MATERIALS TEST REPORTS (MILL REPORTS, MATERIAL SOURCES)

FINAL INSPECTION PROCESS

- 4.1 MECHANICAL/FUNCTIONAL TESTING
- 4.2 ELECTRICAL/FUNCTIONAL TESTING
- 4.3 PERFORMANCE/NOISE/EMISSIONS TESTING (AS APPLICABLE)

REQUIRED DOCUMENTATION PACKAGE

- 5.1 MATERIAL TEST REPORTS (CMTR'S, DATA SHEETS.)
- 5.2 CERTIFICATE OF COMPLIANCE TO PO REQUIREMENTS.
- 5.3 NDT CERTIFICATES (HYDROTESTING, LP, MP, EDDIE, OR APPLICABLE NDT PERFORMED).
- 5.4 FUNCTIONAL/PERFORMANCE CERTIFICATES (FAT, PERFORMANCE, MECHANICAL, OR OTHER AS APPLICABLE).
- 5.5 INSTALLATION, OPERATION, AND MAINTENANCE MANUALS.

6. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven:
Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

TECHDOCS@PSI.PDV.COM
TECHDOCS@BARIVEN.EU
INSPECTIONBV@PDVSA.COM

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100106945

IMPORTANT INSTRUCTIONS TO SELLER
(Doc. Z_ME_PO_GEN_BU00, rev.9, 03-20-2013)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@psi.pdv.com

Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Anex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

Unless indicated differently in the Purchase Order, your obligations against this order will be considered fulfilled, only if your export shipping documentation, including the required set of original manually signed invoices, is submitted to our forwarders at the latest on the same day cargo is delivered in accordance with the delivery terms of the Purchase Order. In case seller is responsible for the export arrangements to destination obligations will be considered fulfilled upon receipt of original shipping documents as defined in the Purchase Order.

General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
P.O. Box 4403
Houston, Texas 77210 USA
Attn: Accounts Payable
Contact Person: Erika Garrido
Phone: (281)588-6208; Fax: (281) 588-6168

If using courier services, please use the street address:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
1293 Eldridge Parkway,
Houston, Texas 77077 USA
Attn: Accounts Payable
Contact Person: Erika Garrido
Phone: (281)588-6208; Fax: (281) 588-6168

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

FOR US. GOODS / TECHNOLOGY / KNOW-HOW UNDER US EXPORT CONTROLS OR REQUIRING AN EXPORT LICENSE.

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106945****DESTINATION CONTROL STATEMENT:**

According to U.S. Export Administration Regulations, Chapter 758.6,

"These commodities, technology or software will be exported from the Port of Origin in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order.

The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

According to the US Export Law, the Exporter of Record or Shipper of Record definition was replaced by U.S. Principal in Interest (USPPI).

Primary responsibility for compliance with the Export Administration Regulations (EAR) falls on the "principal parties in interest" (PPI) in a transaction:

USPPI: Seller in USA

FPPI: Bariven, S.A., Venezuela

The U.S. Principal Party in Interest is the person in the United States that receives the primary benefit monetary or otherwise of the export transaction. According to this definition (confirmed by the U.S. Census Bureau) the Selling party in the USA is the USPPI.

The USPPI must:

1. Prepare the EEI or authorize a forwarding or other agent to prepare and file the EEI, with a power of attorney or written authorization.
2. If authorizing a forwarding or other agent, provide information to such agent for completing the EEI.
3. Maintain documentation to support the information reported on the EEI.

The USPPI is considered the exporter and must determine licensing authority and has the sole responsibility to obtain the appropriate license or any other authorization. This also applies if the transaction is considered a routed export transaction for purposes of filing electronic export information pursuant to the Foreign Trade Regulations (15 C.F.R. part 30).

The Foreign Trade Regulations (15 C.F.R. part 30) requires the USPPI to furnish the FPPI or its agent (our nominated forwarder) with information for the purposes of filing electronic export information.

1. Name and address of the U.S. principal party in interest;
2. U.S. principal party in interest's, IRS, EIN;
3. Point of origin (State or FTZ);
4. Schedule B description of commodities;
5. Domestic (D), foreign (F), or FMS (M) code;
6. Schedule B Number;
7. Quantity/unit of measure;
8. Value;
9. Upon request from the foreign principal party in interest or its agent, the Export Control Classification Number (ECCN) or sufficient technical information to determine the ECCN; and
10. Any information that it knows will affect the determination of license authority.

Above definitions apply in spite of any earlier indications and / or actions taken at an earlier stage for this or any other order placed by one of the purchasing agents of Bariven S.A. where mentioned responsibilities for the USPPI have been diverted to any other party then defined above.

NOTE TO SUPPLIERS:

Invoices will not be processed unless all export or quality documents are provided.

Regards,

Bariven, S.A. - C/O. PDVSA Services, INC.

Purchasing Agent

Composite Exhibit “C”

LINDSAYCAUSA**INVOICE**

14350 Chrisman Road
Houston TX 77039
713 467 9560
713 467 9561
www.lindsaycausa.com

Invoice No.: 001724
Invoice Date: 11/12/13
Due Date: 12/12/13
PO No.: PO#5100106218 RFQ#6500243769
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

SHIP TO

DHL Global Forwarding

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TSMSPSMLTPSM0001	600	PIP 00344063 PIP SML 1/2IN 0,30 LB/FT A269TP316 PL 20FT	\$ 35 90	\$ 28,720 00
TSMSPSMLTPSM0002	500	TUB 00308092 TUB SML CS 1IN 20FT	\$ 21 12	\$ 10,560 00
TSMSPSMLTPSM0003	60	PIP 00315608 PIP SML 3/8IN 0,22 LB/FT A269TP316 PL 20FT	\$ 25 71	\$ 1,542 60
TSMSPSMLTPSM0004	150	PIP 00315610 PIP SML 1/4IN 0,11 LB/FT A269TP316 PL 20 FT	\$ 15 71	\$ 2,356 50
TSMSPSMLTPSM0005	80	PIP 00315611 PIP SML 3/8IN 0,17 LB/FT A269TP316 PL 20 FT	\$ 20 39	\$ 1,631 20
TSMSPSMLTPSM0006	3,000	TUB 00315619 TUB SML AL-LATON 3/4IN 16FT	\$ 62 80	\$ 188,700 00
TSMSPSMLTPSM0007	40	PIP 00315625 PIP SML 0,840 IN BS 2871 CZ 110 PART 2 20FT	\$ 146 42	\$ 5,856 80
TSMSPSMLTPSM0008	80	PIP 00315626 PIP SML 1.050IN 20FT	\$ 198 92	\$ 15,913 60
TSMSPSMLTPSM0009	80	PIP 00315627 PIP SML 1.315IN BS 2871 CZ 110 PART 2 T 20FT	\$ 279 31	\$ 22,344 80
TSMSPSMLTPSM0010	80	PIP 00315628 PIP SML 1.9IN BS 2871 CZ 110 PART 2 ACO 20FT	\$ 489 36	\$ 39,148 80
TSMSPSMLTPSM0011	120	PIP 00315629 PIP SML 2.375 IN BS 2871 CZ 110 PART 2 20FT	\$ 645 27	\$ 77,432 40
TSMSPSMLTPSM0012	600	TUB 00368168 TUB SML ALEACION COOPER-NICKEL 1IN 16 FT	\$ 196 91	\$ 118,146 00
TSMSPSMLTPSM0013	1,200	TUB 00368179 TUB SML ALEACION COOPER-NICKEL 1IN 16FT	\$ 152 48	\$ 182,976 00
TSMSPSMLTPSM0014	200	TUB 00368187 TUB SML CS 3/4IN 20FT	\$ 16 73	\$ 3,346 00
TSMSPSMLTPSM0015	400	TUB 00368190 TUB SML CS 1IN 16FT	\$ 16 93	\$ 6,772 00
TSMSPSMLTPSM0016	2,000	TUB 00368192 TUB 1IN 20FT	\$ 25 21	\$ 50,420 00
Subtotal				\$ 755,866.70

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON, TEXAS
77039-4560
www.LINDSAYCAUSA.com

Total \$ 755,866.70

Balance Due \$ 755,866.70

Remarks: Bariven, S. A. c/o PDVSA Services, Inc.
PO#5100106218 RFQ#6500243769
Delivery Terms:FCA Shanghai, Port China
Payment Terms:30 Days

Thanks for sending us your payment promptly. We appreciate your business!



BARIVEN, S.A.
c/o PDVSA Services, Inc.
Purchasing Agent (BU00)
1293 Eldridge Parkway
Houston, Texas 77077
United States of America

SUPPLIER:

Lindsayca USA
Former: Lindsayca USA, Inc
14350 Chrisman Rd
HOUSTON
USA
POSTAL CODE: 77039 PO BOX: --
SALESPERSON / PHONE: ALEJANDRO SABATINO/+1
(713) 4679560
FAX: 7134679561
PDVSA SUPPLIER CODE: 350015797

Purchase order**5100106218**

DATE : March, 26 2013
CONTACT : Rosalind Benford
TEL. USA : (281) 5886473
E-MAIL :
2815886286/benfordr@psi.pdv.com
YOUR REF. 2013-014-01

INSTRUCTIONS FOR SUPPLIERS :
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : June, 19 2013

DHL Global Forwarding
TEL 281-964-2500 Fax. 281-964-2685
19120 Kenswick Drive
pdvsa@dhl.com
Humble - Texas TX 77338

INSTRUCTIONS FOR FREIGHT FORWARDER:
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA SHANGHAI, PORT CHINA
PAYMENT TERMS. : net 30 days ✓

CURRENCY : USD

Shipping Marks

BARIVEN, S.A./PDVSA PETROLEO / MYM CARD
5100106218/XK63057302
INVENTARIO
CDN-CARDON
via : GUARANA O, VENEZUELA
PRIORITY LEVEL: 4
FIELD EXPEDITING: N
INSPECTION FLAG: N

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	00344063	800	JOINT	PIP SML 1/2IN 0	35.90	28,720.00

Shipping instructions : Pipe > 6" bundled w/ ??

Purchase order text FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS,
MATERIAL STAINLESS STEEL, OUTSIDE DIAMETER 1/2 in, WALL THICKNESS 0.065 in, WEIGHT
0.30 lb/ft, STANDARD AND GRADE ASTM A 269 TP316, ENDS DESIGN PLAINS, LENGHT 20 ft (6
m).

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106218**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
GRADE &/OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.						

00008	00315626	80	Piece	PIP SML 1.050IN	198.92	15,913.60
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.050 in, WALL THICKNESS 0.114 in, STANDARD, GRADE &/OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00009	00315627	80	Piece	PIP SML 1.315IN	279.31	22,344.80
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.315 in, WALL THICKNESS 0.126 in, STANDARD, GRADE &/OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00010	00315628	80	Piece	PIP SML 1.9IN B	489.36	39,148.80
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 1.900 in, WALL THICKNESS 0.150 in, STANDARD, GRADE &/OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN COUPLED, LENGHT 20 ft.

00011	00315629	120	Piece	PIP SML 2.375 I	645.27	77,432.40
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Purchase order text NO FERROUS PROCESS PIPE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER ALLOY, OUTSIDE DIAMETER 2.375 IN, WALL THICKNESS 0.156 in, STANDARD, GRADE &/OR ALLOY BS 2871 CZ 110 PART 2, ENDS DESIGN THREADED, LENGHT 20 ft.

00012	00368168	600	Piece	TUB SML ALEACIO	196.91	118,146.00
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Purchase order text TUBE, MANUFACTURING PROCESS SEAMLESS, USE HEAT EXCHANGER, MATERIAL COPPER-NICKEL ALLOY, STANDARD AND GRADE ASTM B 111 C71500, EXTERNAL DIAMETER 1IN, GAGE 14 BWG, LENGTH 16FT 7-3/4IN, ENDS DESING PLAINS.

00013	00368179	1,200	Piece	TUB SML ALEACIO	152.48	182,976.00
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Harmonized Tariff Code : 7411220000

Purchase order text TUBE, MANUFACTURING PROCESS SEAMLESS, MATERIAL COPPER-NICKEL ALLOY, STANDARD AND GRADE ASTM B 111 C70600, EXTERNAL DIAMETER 1IN, GAGE 14 BWG, LENGTH 16FT, ENDS DESING PLAINS.

00014	00368187	200	Piece	TUB SML CS 3/4I	16.73	3,346.00
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PDVSA

Purchase order

5100106218

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

P.O. General terms

*** DOC. B0021, REV. E (06.13.2007) ***

DELIVERY

=====

QUOTED DELIVERY: 12 WEEKS ARO.
LINE ITEMS MUST SHIP COMPLETE.
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

NEW MATERIAL

=====

MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

ORDER ACKNOWLEDGEMENT

=====

SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER _____
- CONFIRMED DELIVERY DATE _____
- YOUR REFERENCE NUMBER _____
- YOUR EXPEDITING CONTACT _____
- TELEPHONE NUMBER _____
- FACSIMILE NUMBER _____
- DRAWINGS SUBMITTAL DATE _____ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT OAINBOX@PSI.PDV.COM



PDVSA

Purchase order

5100106218

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

- * Commercial Invoice
- * Packing List and/or Tally Sheet
- * Bill of Lading or Air Waybill
- * Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
 1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
 2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- * Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
- * Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
 - API Certificates- Material Test Reports/Mill Test Reports
 - Certificate of Conformance/Compliance
 - Certificate of Analysis
 - Non-destructive test reports
 - Mechanical or other Performance test results

- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.
Attn: Document Control
P.O. Box 4403
Houston, TX 77210-4403

COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.
Attn: Document Control
1293 Eldridge Parkway
Houston, TX 77077.
Contact Name: Maria Ibanez
Contact Number: (281)588-6255
Contact Fax: (281)588-6265

E-MAIL ADDRESS:

SHIPPINGDOCS@PSI.PDV.COM

EUROPEAN ADDRESS:

PDVSA SERVICES BV
ATTN. RONALD PATERNOTTE
PRESIDENT KENNEDYLAAN 19
2517 JK THE HAGUE
THE NETHERLANDS

EUROPEAN E-MAIL ADDRESS:

LOGISTICS@PDVSA.NL

***** IV. PACKING *****

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100106218

items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.

Requir docs/Inspec/Field Exped

VALVES: GATE, BALL, PLUG, CHECK, BUTTERFLY TR1100
=====

Technical Requirements: TR1100, revision 3, August 2012.
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.
=====

INCLUDING CONTROL VALVES W/O ACTUATORS

NOTES:

- ALL VALVES SHALL BE SUPPLIED AS ORIGINALLY PRODUCED BY MANUFACTURER. ANY VALVE MODIFICATIONS WILL BE CAUSE FOR REJECTION, UNLESS EXPLICITLY APPROVED BY PURCHASER DURING QUOTATION PROCESS. VALVES MUST BE NEW (RECENT MANUFACTURING) & UNUSED.

AFTER RECEIVING ORDER - ARO

SHALL COMPLY WITH API 598

- 2.1 SHIPPING WEIGHT AND DIMENSIONS
- 2.2 ALL TRIM MATERIALS (STEM, DISC, AND SEAT) MUST BE PROVIDED AS REQUIRED IN THE REQUEST FOR QUOTE OR P.O.
- 2.3 VENDOR MUST PROVIDE MATERIAL TEST REPORTS FOR MAIN VALVE COMPONENTS (BODY, STEM, AND TRIM)
- 3.1 CMTR'S (ON PRESSURE CONTAINING & WET COMPONENTS, AS APPLICABLE). TYPE 3.1 ACCORDING TO STANDARD ISO 10474 OR EN 10204
- 3.2 NDT CERTIFICATES (AS APPLICABLE)
- 4.1 CASTING VISUAL EXAMINATION ACCORDING STANDARD MSS SP-55
- 4.2 SEAT LEAKAGE TEST REPORT (AS APPLICABLE)
- 4.3 HYDROSTATIC CERTIFICATE FOR VALVE BODIES
- 4.4 HIGH PRESSURE CLOSURE TEST
- 4.5 HIGH PRESSURE PNEUMATIC SHELL TEST
- 5.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS(AS APPLICABLE)
- 6.1 PRODUCTION SCHEDULE
- 6.2 QUALITY PLAN
7. DOCUMENTATION REQUIREMENTS
(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.
- 7.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.
- 7.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:
TECHDOCS@PSI.PDV.COM
TECHDOCS@BARIVEN.EU
INSPECTIONBV@PDVSA.COM
- 7.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.
- 7.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.
- 7.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.



SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order

5100106218

Regards,
Bariven, S.A.- C/O. PDVSA Services, INC.
Purchasing Agent

Composite Exhibit “D”

14350 Chrisman Road
Houston TX 77039
713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

Invoice No.: 001741
Invoice Date: 01/14/14
Due Date: 02/13/14
PO No.: PO#5100106157/RFQ#6500247663
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

SHIP TO

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TBTBBATT120V0001	18	BLOCK BATTERY VE 92cells, 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 41,220.85	\$ 741,975.30
TBTBBATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 660L,	\$ 210,316.32	\$ 420,632.64
TBTBBATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237,864.01	\$ 713,592.03
TBTBBATT120V0004	2	BLOCK BATTERY VE:92 CELLS, 30VDC NICAD CONSISTING OF:25 EACH PAR NO: FNC 40M RATED 40AH	\$ 8,717.99	\$ 17,435.98
TBTBBATT110V0001	3	BLOCK BATTERY 92 cells, 110VDC NiCad System consisting of 92 ea. FNC 35H Rated	\$ 38,349.96	\$ 115,049.88
TBTBBATT120V0005	2	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114,463.84	\$ 228,927.68
TBTBBATT24VD0001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 40	\$ 6,959.84	\$ 20,879.52
TBTBBATT24VD0002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 60	\$ 9,091.45	\$ 9,091.45
TBTBBATT240V0001	2	BLOCK BATTERY 184 cells, 240 VDC NiCad Battery System of 200 ea. PN: FNC 180M	\$ 191,502.76	\$ 383,005.52
TBTBBATT288V0001	2	BLOCK BATTERY VE 223 cells, 288VDC NiCad System consisting of 236 ea. PN: FNC 180M	\$ 225,903.59	\$ 451,807.18
TBTBBATT24VD0003	4	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 44	\$ 36,517.12	\$ 146,068.48
Subtotal				\$ 3,248,465.66

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON TEXAS
713-467.9560
www.LINDSAYCAUSA.com

Total \$ 3,248,465.66
Balance Due \$ 3,248,465.66

Remarks: PO#5100106157
RFQ#6500247663
Delivery Terms:FCA VNDR's WHSE, Houston TX
Payment Terms: NET 30
HTS#8507.30.8010
ECCN#EAR099
License#NLR

Thanks for sending us your payment promptly. We appreciate your business!



BARIVEN, S.A.
c/o PDVSA Services, Inc.
Purchasing Agent (BU00)
1293 Eldridge Parkway
Houston, Texas 77077
United States of America

SUPPLIER:

Lindsayca USA
Former: Lindsayca USA, Inc
14350 Chrisman Rd
HOUSTON
USA

POSTAL CODE: 77039 PO BOX: --

SALESPERSON / PHONE: ALEJANDRO SABATINO/+1
(713) 4679560

FAX: 7134679561

PDVSA SUPPLIER CODE: 350015797

Purchase order**5100106157**

DATE : March, 25 2013
CONTACT : Rosalind Benford
TEL. USA : (281) 5886473
E-MAIL :
2815886286/benfordr@psi.pdv.com
YOUR REF. 2013-0211-01

INSTRUCTIONS FOR SUPPLIERS :
FOR SHIPPING INSTRUCTIONS CALL:

DELIVERY DATE : July, 22 2013

CLOVER INTERNATIONAL INC/Pick up Dp
Tlf: 2814499700 Fax 281-449-1630
15700 International Plaza Dr.Suite #100
dispatch@houston.clovergroup.com
HOUSTON TX 77032

INSTRUCTIONS FOR FREIGHT FORWARDER:
PLEASE CONTACT SUPPLIER FOR INLAND SHIPPING DETAILS

TERMS OF DELIVERY : FCA CLOVER WHSE, HOUSTON, TX.

PAYMENT TERMS. : net 30 days

CURRENCY : USD

Shipping Marks

BARIVEN, S.A./PDVSA PETROLEO / MYM CARD
5100106157/XK63057628
REF. CARDON
CDN-CARDON
via : GUARANAO, VENEZUELA
PRIORITY LEVEL: 4
FIELD EXPEDITING: N
INSPECTION FLAG: Y

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00001	00977757	18	Piece	BLC/BATTERIE VE	41,220.85	741,975.30

Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

**SUPPLIER:**

Lindsayca USA
14350 Chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Additional technical specs.

Offering: 100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 35H,
rated 35AH at 5 hour rate to 1.14vpc at 25 Deg C25 yers Service Life Jar Dimensions:
1.85" L x 4.8" W x 12.2" HJar Weight: 5.9 lbs.for UPS

Manufacturer: HOPPECKE Batterle Systeme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00002	00978949	2	Piece	BLC/BATTERIE VE	210,316.32	420,632.64
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK
VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A
IMPACTO, NO. BATTERY BY BANK 100, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C,
NOMINAL CAPACITY 620 A/H, AUTONOMY TIME 8 H, ACCESSORIES
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

OFFERING:

100 CELLS, 120VDC NICAD BATTERY SYSTEM

CONSISTING OF: 100 EACH

PART NO: FNC 660L

RATED 660AH AT 5 HOUR RATE TO 1.14VPC AT

25 DEGREE C

25 YEARS SERVICE LIFE

JAR DIMENSIONS: 7.95" L X 8.23"W X 15.9"H

JAR WEIGHT: 53.5 LBS

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN

IPA/LUIS REYES EN EL TALLER

ELECTRICO, OFICINA DE SUBESTACIONES, REF

INERIA CARDON. TELEFONO:

0269-2402607 Ó 2403179.

00003	00978950	3	Piece	BLC/BATTERIE VE	237,864.01	713,592.03
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**PDVSA****Purchase order****5100106157****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 530 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 560Lrated 35AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 6.18" L x 6.18" W x 15.9" HJar Weight: 40.7 lbs.for UPS Manufacturer: HOPPECKE Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00004	00978951	2	Piece	BLC/BATTERIE VE	8,717.99	17,435.98
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 30 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 25, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 40AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.80" W x 12.2" HJar Weight: 5.7 lbs.for RECTIFIERS Manufacturer: HOPPECKE Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
00005	00980616	3	Piece	BLC/BATTERIE VE	38,349.96	115,049.88

Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 110 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 92, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 35 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.8" W x 12.2" HJar Weight: 5.9 lbs.for UPS

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00006	00980619	2	Piece	BLC/BATTERIE VE	114,463.84	228,927.68
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 120 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 100, MINIMUM DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 230 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:100 cells, 120VDC NiCad Battery System consisting of 100 ea. PN: FNC 35HLrated 40AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 3.62" L x 7.64" W x 12.2" HJar Weight: 19.4 lbs.for UPS

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
IPA/LUIS REYES EN EL TALLER ELECTRICO, OFICINA DE SUBESTACIONES, REF INERIA CARDON. TELEFONO: 0269-2402607 Ó 2403179.						
00007	00980615	3	Piece	BLC/BATTERIE VE	6,959.84	20,879.52

Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 24 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 20, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 25 A/H, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:92 cells, 110VDC NiCad Battery System consisting of 92 ea. PN: FNC 35HLrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.8" W x 12.2" HJar Weight: 5.9 lbs.for UPS

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00008	00980627	1	Piece	BLC/BATTERIE VE	9,091.45	9,091.45
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK VOLTAGE 24 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A IMPACTO, NO. BATTERY BY BANK 20, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C, NOMINAL CAPACITY 50 A/h, AUTONOMY TIME 8 H, ACCESSORIES RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:20 cells, 24VDC NiCad Battery System consisting of 20 ea. PN: FNC 60Mrated 60AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 1.85" L x 4.80" W x 12.2" HJar Weight: 6.2 lbs.for RECTIFIERS Manufacturer: HOPPECKE

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00009	00980629	2	Piece	BLC/BATTERIE VE	191,502.76	383,005.52
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK
VOLTAGE 240 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A
IMPACTO, NO. BATTERY BY BANK 200, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C,
NOMINAL CAPACITY 180 A/H, AUTONOMY TIME 8 H, ACCESSORIES
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

Additional technical specs.

Offering:200 cells, 240VDC NiCad Battery System consisting of 200 ea. PN: FNC
180Mrated 180AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar
Dimensions: 4.53" L x 4.80" W x 12.2" HJar Weight: 16.3 lbs.for UPS Manufacturer:
HOPPECKE Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00010	00980633	2	Piece	BLC/BATTERIE VE	225,903.59	451,807.18
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Purchase order text BLOCK BATTERIES, TYPE VENTILADAS DE NIQUEL CADMIO, BLOCK
VOLTAGE 288 VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MATERIAL PLASTICO RESISTENTE A
IMPACTO, NO. BATTERY BY BANK 236, MINIMUN DISCHARGE TENSION 1,14 VDC X CELDA A 25 °C,
NOMINAL CAPACITY 180 A/H, AUTONOMY TIME 8 H, ACCESSORIES
RACK/CABLE/PLETINA/TORNILLOS, MOUNT EN ESTANTE, STANDARD MANUFACTURING IEC 60623.

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Additional technical specs.

Offering:236 cells, 288VDC NiCad Battery System consisting of 236 ea. PN: FNC
180Mrated 180AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar
Dimensions: 4.53" L x 4.80" W x 12.2" HJar Weight: 16.3 lbs.for UPS Manufacturer:
HOPPECKE Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

00011	00711241	4	Piece	BLC/BATTERIE NI	36,517.12	146,068.48
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Purchase order text BLOCK BATTERIES, TYPE NIQUEL - CADMIO, BLOCK VOLTAGE 24
VDC, BATTERY INDIVIDUAL VOLTAGE 1.2 V, MODEL LB430P, MANUFACTURER ALCAD, NO. BATTERY
BY BANK 20, MINIMUM DISCHARGE TENSION 1.43 VDC, NOMINAL CAPACITY 430 AH, AUTONOMY
TIME 6 MONTHS, ACCESSORIES RACK MARCA ALCAD.

Additional technical specs.

Offering:20 cells, 24VDC NiCad Battery System consisting of 20 ea. PN: FNC 444Lrated
444AH at 5 hour rate to 1.14vpc at 25 Deg C25 years Service Life Jar Dimensions: 6.1"
L x 7.8" W x 12.2" HJar Weight: 31.9 lbs.for RECTIFIERS Manufacturer: HOPPECKE
Batterle Ssteme GmbH

ENTREGAR ESTE MATERIAL AL SR. OSCAR GUAN
IPA/LUIS REYES EN EL TALLER
ELECTRICO, OFICINA DE SUBESTACIONES, REF
INERIA CARDON. TELEFONO:
0269-2402607 Ó 2403179.

**SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Purchase order**5100106157**

ITEM	MATERIAL	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
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Gross Price 3,248,465.66

Net value 3,248,465.66

Purchase order total value 3,248,465.66 USD

P.O. General terms

*** DOC. B0021, REV. E (06.13.2007) ***

DELIVERY

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QUOTED DELIVERY: 16 WEEKS ARO.
LINE ITEMS MUST SHIP COMPLETE.
PARTIALS ARE NOT ALLOWED.

ESTIMATED WEIGHT: SELLER TO ADVISE

NEW MATERIAL

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MATERIAL MUST BE IN NEW CONDITION, FREE FROM DEFECTS AND SUITABLE FOR ANY SERVICE SPECIFIED, UNLESS OTHERWISE STATED.

ORDER ACKNOWLEDGEMENT

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SELLER MUST ACKNOWLEDGE RECEIPT OF THIS FAX/EDI PURCHASE ORDER WITHIN 48 HOURS A.R.O. VIA E-MAIL, AND ADVISE AND CONFIRM SHIPPING DATE, BY PROVIDING THE FOLLOWING INFORMATION:

- OUR REFERENCE (PO) NUMBER _____
- CONFIRMED DELIVERY DATE _____
- YOUR REFERENCE NUMBER _____
- YOUR EXPEDITING CONTACT _____
- TELEPHONE NUMBER _____
- FACSIMILE NUMBER _____
- DRAWINGS SUBMITTAL DATE _____ (as applicable)

ORDER ACKNOWLEDGEMENT MUST BE E-MAILED WITH OUR P.O. NUMBER IN THE SUBJECT LINE, TO PDVSA SERVICES EXPEDITING DEPARTMENT AT OAINBOX@PSI.PDV.COM

**Purchase order****5100106157****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

Terms of delivery

PDVSA SERVICES, INC PURCHASE ORDER
SHIPPING AND INVOICING INSTRUCTIONS TO SELLER
INCOTERMS 2000 - DELIVERY TERMS FOB/FCA/FAS/EXW
(DOC. B0010, REV. H, JUNE, 16 2009)

THESE INSTRUCTIONS ARE AN INTEGRAL PART OF THE PURCHASE ORDER TO WHICH THEY ARE ATTACHED. DIRECT QUESTIONS TO THE BUYER INDICATED ON FRONT PAGE OF THE PURCHASE ORDER.

***** I. INVOICE PREPARATION AND DISTRIBUTION *******A. COMMERCIAL INVOICE PREPARATION:**

1. Prepare one invoice per shipment per purchase order.
2. Invoice to: "BARIVEN S.A. c/o PDVSA SERVICES, INC."
3. Invoice must include the following information:
 - a. Invoice date and number.
 - b. PDVSA SERVICES INC. Purchase Order Number and Requisition Number.
 - c. Delivery terms.
 - d. Payment terms.
 - e. Purchase Order Item Numbers as referenced in the order.
 - f. Quantity and description of materials.
 - g. Seller's current Part Numbers followed by superceded numbers in parenthesis, where applicable.
 - h. Schedule B Number and Spanish Description, if provided. If more than one is provided, indicate each one with the corresponding item.

B. INVOICE DISTRIBUTION FOR PAYMENT:

For payment purposes submit the following documents to the address that appears below:

- * 1 original invoice (signed with blue ink and prepared as described above)
- * copy of executed bill of lading or air waybill
- * copy of export packing list
- * copy of export commercial invoice
- * freight bill (whenever applicable)

First class or registered mail address:

PDVSA Services, Inc.
Attn: Accounts Payable
P.O. Box 4403
Houston, TX 77210-4403

Courier service mailing address:

Bariven S.A.c/o PDVSA Services Inc.Attn. Account Payable
1293 Eldridge ParkwayHouston, TX 77077
Contact Name: Tim Marshman
Contact Number: (281)588-6253
Contact Fax: (281)582-7578

***** II. SHIPPING *****

A. FREIGHT CHARGES: As per P.O. delivery terms. Please show PDVSA SERVICES, INC. purchase order number, requisition number and shipping marks on all shipping documents.

B. DO NOT SHIP PARTIALS unless written authorization is provided by PDVSA SERVICES INC. personnel.

C. PURCHASE ORDER SHIPPING MARKS MUST APPEAR ON ALL DOCUMENTS.

***** III. SHIPPING DOCUMENTS *****

A. Supplier shall not ship to forwarder, port, or airport until all documentation requirements described below are met.

B. Prior to all supplier shipments, the following original documents must be provided to our Freight Forwarder and copies must be e-mailed to PSI. (regardless of whether the material is shipped directly from the Supplier or if arrangements to collect the material are made by the freight forwarder):



PDVSA

Purchase order

5100106157

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

- * Commercial Invoice
- * Packing List and/or Tally Sheet
- * Bill of Lading or Air Waybill
- * Certificate of Origin Legalized by the Venezuelan Consulate is required when either of the following is true:
 1. The purchase order is for Pipes and Shipping Marks indicate MARACAIBO or GUANTA VENEZUELA.
 2. The purchase order is for equipment or material whose country of origin is Argentina, Brazil, Colombia, Chile, or Mexico.
- * Material Safety Data Sheet (MSDS)- MUST ACCOMPANY DANGEROUS/HAZARDOUS GOODS PER IATA/CFR49 (IF APPLICABLE).
- * Quality Assurance documentation - IF APPLICABLE - (including but not limited to):
 - API Certificates- Material Test Reports/Mill Test Reports
 - Certificate of Conformance/Compliance
 - Certificate of Analysis
 - Non-destructive test reports
 - Mechanical or other Performance test results
- C. 1 copy of the above referenced documentation must be sent with the shipment.
- D. 1 copy of all the above referenced documentation, must be sent electronically and by mail to the appropriate address below.

SHIPPINGDOCS@PSI.PDV.COM

1. Transmittal form must be provided for all partial deliveries, and must clearly identify line items for which the documents belong.
2. E-mailed documents must include the Supplier Name, and P.O. number in the subject line.
3. All Hard Copies and Electronic User Manuals/Technical Data Books delivered with the purchase order, must ALSO be sent electronically by e-mail or mailed CD to the appropriate address below.

FIRST CLASS MAILING ADDRESS:

PDVSA Services, Inc.
Attn: Document Control
P.O. Box 4403
Houston, TX 77210-4403

COURIER SERVICE MAILING ADDRESS:

Bariven S.A. c/o PDVSA Services Inc.
Attn: Document Control
1293 Eldridge Parkway
Houston, TX 77077.
Contact Name: Maria Ibanez
Contact Number: (281)588-6255
Contact Fax: (281)588-6265

E-MAIL ADDRESS:

SHIPPINGDOCS@PSI.PDV.COM

EUROPEAN ADDRESS:

PDVSA SERVICES BV
ATTN. RONALD PATERNOTTE
PRESIDENT KENNEDYLAAN 19
2517 JK THE HAGUE
THE NETHERLANDS

EUROPEAN E-MAIL ADDRESS:

LOGISTICS@PDVSA.NL

***** IV. PACKING *****

As of May 2005 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or

**Purchase order****5100106157****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Annex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

A. PACK MATERIALS in one of the following ways:

1. Shipping Units, i.e., each unit of freight (loose piece, bundle, crate etc.) tendered to a Carrier as listed and defined on a Bill of Lading. They must consist of either only one order item or more than one Interior Package.

DO NOT COMBINE DIFFERENT ORDERS IN ONE SHIPPING UNIT.

2. Interior Packages, i.e., any package (bag, bundle, box, loose, piece, etc.) combined with other Packages to make-up a Shipping Unit, must consist of only one item any quantity).

B. PACKING LIST must be enclosed in the shipping unit, and an additional packing list must be attached to the exterior of the shipping unit. Packing list must include the following for each item listed in the purchase order:

1. Purchaser's stock number (if provided)
2. Seller's description including serial and/or part number.
3. Shipping Unit number (if more than one).

C. DANGEROUS/HAZARDOUS MATERIALS: Pack and Mark per requirement of IATA/CFR49. Send a copy of the Material Safety Data Sheet (MSDS) with the shipment per IATA/CFR49. (IF APPLICABLE)**D. EUROPEAN SHIPMENTS:** Materials must be packed for Exportation in accordance with BGE-417.***** V. MARKING (MUST BE PERMANENT/WATERPROOF)*******A. INTERIOR PACKAGES:** Mark or tag with Order Number and Order Item Number.**B. SHIPPING UNITS:** Mark on two adjacent sides or tag:

1. "Shipping Marks" as specified in the order
2. Overall dimensions in centimeters
3. Gross weight in kilograms
4. Order and item number (if a one-item Shipping Unit)

C. SHIPPING UNIT NUMBERS: Number each shipping unit beginning with number 1. In multiple shipments, number units consecutively indicating total units in the lot (i.e. 1 of 4, 2 of 4, etc.). Enclose and attach Packing List to shipping unit number 1.**D. COMPONENTS OF ORDER ITEMS:** Identify with the same marks/tag and Packing List information as the parent item, plus both Purchaser's and Seller's name and nomenclature for the component.**E. CABLE REELS:** Stamp cable data (Voltage, Number of Conductors, Gauge of Wire or MCM, Type of Insulation) onto a metal plate secured to the reel. Other methods of cable identification require purchaser's prior approval.**F. FRAGILE MATERIAL PACKAGES:**

(Interior Package and Shipping Unit):

Mark on all 4 sides:

"FRAGILE - FRAGIL"

"HANDLE WITH CARE - MANEJESE CON CUIDADO"

"THIS END UP - ARRIBA"

(SHOW AN ARROW POINTING UP)

***** VI. US EXPORT COMPLIANCE *** (IF APPLICABLE)**

DESTINATION CONTROL STATEMENT: According to U.S. Export Administration Regulations, Chapter 758.6, "These commodities, technology or software will be exported from the United States in accordance with the Export Administration Regulations. Diversion contrary to U.S. law is prohibited." Ultimate destination as per shipping marks in the Purchase Order. The DCS is required for all exports from the United States of



PDVSA

SUPPLIER:

Lindsayca USA
14350 chrisman Rd
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Purchase order

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items on the Commerce Control List that are not classified as EAR99. The person responsible for preparation of, the invoice and on the bill of lading, air waybill, or other export control document that accompanies the shipment from its point of origin in the United States to the ultimate consignee or end-user abroad is responsible for entry of the DCS.



Purchase order

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SUPPLIER:

Lindsayca USA
14350 chrisman Rd
HOUSTON

Requir docs/Inspec/Field Exped

CONTROL PANELS, PLC's, RTU's TR3100
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Technical Requirements: TR300, revision 3, August 2012.
BY BARIVEN, TECHNICAL SERVICES DEPARTMENT.

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TECHNICAL REQUIREMENTS

AFTER RECEIVING ORDER - ARO

-
- 2.1 GENERAL ARRANGEMENT DRAWING
 - 2.2 NAME PLATE DATA
 - 2.3 ELECTRICAL WIRING DRAWINGS (AS APPLICABLE)
 - 2.4 SUPPORT AND LIFTING LUG DRAWINGS (AS APPLICABLE)
 - 2.5 CONTROL AND WIRING SCHEMATICS
 - 2.6 SOFTWARE PROGRAM - FUNCTIONAL DESCRIPTION (AS APPLICABLE)
 - 2.7 SOFTWARE DOCUMENTS (AS APPLICABLE)
 - 2.8 SOFTWARE LICENSE (AS APPLICABLE)
 - 2.9 LIFTING PLAN, INCLUDING WEIGHT AND DIMENSIONS
 - 3.1 FUNCTIONAL TEST REPORTS (AS APPLICABLE)
 - 3.2 MANUFACTURER STANDARD TEST REPORTS
 - 4.1 INSTALLATION, OPERATION AND MAINTENANCE MANUALS
 - 4.2 BILL OF MATERIALS
 - 5.1 DRAWING SCHEDULE (AS APPLICABLE)
 - 5.2 PRODUCTION SCHEDULE (AS APPLICABLE)

6. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS).
COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

6.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven:
Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

6.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:
TECHDOCS@PSI.PDV.COM
TECHDOCS@BARIVEN.EU
INSPECTIONBV@PDVSA.COM

6.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

6.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

6.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

FIELD INSPECTION REQUIREMENT
(DOC. TR050, REV.I, August-2012)

1. THIS PURCHASE ORDER OR RFQ (WHEN APPLICABLE) HAS BEEN CODED FOR FIELD TECHNICAL INSPECTION PRIOR TO SHIPMENT. THIS MEANS A QUALIFIED INSPECTOR UNDER PDVSA SERVICES DIRECT SUPERVISION OR CONTRACT WILL INSPECT THE EQUIPMENT OR PRODUCT FOR COMPLIANCE TO QUOTE, PURCHASE ORDER, COVENIN REGULATION AND ANY OTHER APPLICABLE INDUSTRY STANDARD OR SPECIFICATION.

2. PRODUCT, EQUIPMENT, OR MATERIAL INSPECTION MUST BE PERFORMED BEFORE PACKAGING FOR SHIPMENT. THE PURCHASER'S INSPECTION DOES NOT RELIEVE THE MANUFACTURER OR THE SELLER FROM COMPLIANCE TO ALL PURCHASE ORDER REQUIREMENTS.

3. PRODUCT, EQUIPMENT OR MATERIAL MUST NOT LEAVE YOUR FACILITIES UNTIL THE ASSIGNED INSPECTOR OR DESIGNATED



PDVSA

Purchase order

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SUPPLIER:

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14350 chrisman Rd
HOUSTON

PDVSA SERVICES INSPECTION AGENCY HAS ISSUED A RELEASE AUTHORIZING SHIPPING OF THE PRODUCT OR EQUIPMENT."THE INSPECTION RELEASE IS MANDATORY FOR PRODUCT AND PO PAYMENT POURPOSE".

4. THE VENDOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION AT THE MOMENT OF THE P.O. ACKNOWLEDGMENT TO THE FOLLOWING EMAIL:

TECHDOCS@PSI.PDV.COM / TECHDOCS@BARIVEN.EU / INSPECTIONBV@PDVSA.COM

4.1 LOCATION AND DATE OF WHERE INSPECTION CAN BE PERFORMED.

4.2 CONTACT NAME, PHONE NUMBER, & EMAIL ADDRESS OF CONTACT PERSON

4.3 THE VENDOR HAS TO PROVIDE THE INFORMATION LISTED AT LEAST 5 WORKING DAYS IN ADVANCE.

5. DOCUMENTATION REQUIREMENTS

(THIS INCLUDES BUT NOT LIMITED TO TECHNICAL DOCUMENTS SUCH AS MATERIAL TEST REPORTS, NONDESTRUCTIVE TEST REPORTS, QA CERTIFICATES/CONFORMANCE, PRINTS, MECHANICAL OR PERFORMANCE TEST RESULTS, PACKING LIST AND CERTIFICATES APPLICABLE, LAB TESTS AND OTHER LOCAL AUTHORITIES APPLICABLE DOCUMENTS). COPIES OF TECHNICAL DOCUMENTS SHALL BE SUBMITTED BEFORE EQUIPMENT SHIPMENT.

5.1. TWO HARD COPIES AND CD'S of the technical documents, including DATABOOKS Must be sent to Technical Services Bariven: Final Calle La Guairita, Centro Profesional Eurobuilding, Piso 10, Chuao, Caracas, Venezuela. Attn. Technical Services Department.

5.2 AN ELECTRONIC COPY OF TECHNICAL DOCUMENTS MUST BE SEND TO:

TECHDOCS@PSI.PDV.COM

TECHDOCS@BARIVEN.EU

INSPECTIONBV@PDVSA.COM

5.3. ONE COPY OF ALL THE REQUIRED DOCUMENTS MUST BE SHIPPED TOGETHER WITH THE EQUIPMENT.

5.4 THE PDVSA SERVICES PURCHASE ORDER NUMBER MUST BE LISTED ON THE SUBJECT LINE OF THE EMAIL. IF PARTIAL DOCUMENTATION IS SUBMITTED, THE EMAIL MUST CLEARLY IDENTIFY TO WHICH LINE ITEM(S) THE DOCUMENTS BELONG TO.

5.5 THE PO NUMBER AND THE PO ITEMS MUST BE CLEARLY IDENTIFIED IN EACH DOCUMENT.

**PDVSA****Purchase order****5100106157****SUPPLIER:**

Lindsayca USA
14350 chrisman Rd
HOUSTON

IMPORTANT INSTRUCTIONS TO SELLER
(Doc. Z_ME_PO_GEN_BU00, rev.8, 04-11-2008)

If this Document is issued from BARIVEN, S.A. c/o PDVSA Services, Inc., follow instruction:

INSTRUCTION

Unless covered by a Blanket Purchase Agreement, this purchase order is subject to the present standard BARIVEN, S.A. c/o PDVSA Services, Inc. Terms and Conditions which are already in your possession. In the event that you do not have the above mentioned Terms and Conditions, please advise us. Otherwise, acceptance of this purchase order signifies your acknowledgement, understanding, and acceptance of said Terms and Conditions.

If this order is covered by an Outline Agreement, the Terms and Conditions of the Outline Agreement number mentioned on the item(s) of this purchase order apply to this document.

Seller must acknowledge receipt of this purchase order within five days A.R.O. and must advise, or confirm, seller's shipping date. This acknowledgement is to be sent to PDVSA Services Inc., Attn. Expediting Department oainbox@psi.pdv.com

Packing, Marking, Invoicing:

As of April 2006 wooden packing to Venezuela must show a marking that the wood was either treated with methyl bromide or has been heat treated and does not present/display evidence of quarantine pests. All wood used in the boxing/crating, palletizing, skidding, or blocking and bracing of the material on this Purchase Order must have undergone sufficient processing or treatment in compliance with ISPM 15 of the International Plant Protection Convention (IPPC) entitled "Guidelines for Regulating Wood Packaging Material in International Trade". All wood subject to this regulation shall be marked as specified in Anex II of the regulation. Non-conformance will result in confiscation of the entire shipment by Venezuelan port/airport authorities. For specific details, please refer to the IPPC website: www.ippc.int.

General Invoicing Instructions

Follow each of the applicable instructions attached to the respective purchase order, because they will change according to the agreed-to delivery terms.

Your Bank Account and Routing Information must be included on your invoice. All payments are processed via "ACH" (Automatic Clearing House) electronic funds transfer.

Seller will send Invoices to:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
P.O. Box 4403
Houston, Texas 77210 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

If using courier services, please use the street address:

BARIVEN, S.A.
c/o PDVSA Services, Inc.
1293 Eldridge Parkway,
Houston, Texas 77077 USA
Attn: Accounts Payable
Contact Person: Tim Marshman.
Phone: (281) 588-6253; Fax: (281) 582-7578

We require one original invoice with attached copies of your packing list and all supporting documents when charges other than material costs have been required by the Buyer and quoted by the Seller, such as Inland Freights, Over Time, Export Packing, Special Handling, etc.

Please show our Purchase Order (PO) number and shipping marks on all invoices. Our standard invoice processing is, upon delivery in accordance with PO delivery terms, 100% net 30 days after receipt and approval of your invoice, unless otherwise specified in this Purchase Order.

NOTE TO SUPPLIERS:

Invoices will not be processed unless all export or quality documents are provided.



SUPPLIER:

Lindsayca USA
14350 Chrisman Rd
HOUSTON

Purchase order

5100106157

Regards,
Bariven, S.A.- C/O. PDVSA Services, INC.
Purchasing Agent

Composite Exhibit “E”



Procurement, Engineering & Construction

06 February 2017

Bariven S.A.
Edificio Petróleos de Venezuela, Torre Este,
Av. Libertador, La Campiña
Distrito Metropolitano de Caracas; Distrito Capital, 169
República Bolivariana de Venezuela

PDVSA Services Inc
1293 Eldridge Parkway
Houston, TX 77077
USA

Personal delivery

Re: Outstanding-Amount-Due Confirmation

Dear Sir or Madam,

I am writing in my capacity as authorized representative of **LINDSAYCA USA, Inc** ("Lindsay"), a Texas Corporation, in relation with **Bariven S.A.**'s ("Bariven") failure to pay several outstanding invoices (the "**Invoices**") issued by **Lindsay**.

Between 2103 and 2014, **Lindsay** has delivered goods to **Bariven** pursuant to various Purchase Orders and the Invoices for the delivery of these goods are due and payable. We attach an overview of the Invoices, including the outstanding amounts due.

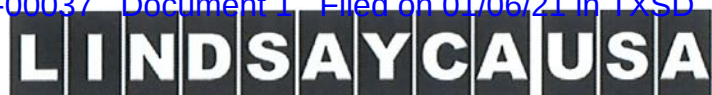
The total of outstanding amount is **US\$ 4,138,225.24**, to be updated with statutory and/or commercial interest.

Yours sincerely,

A large, stylized handwritten signature in blue ink, appearing to read "Hector Fuentes".

Hector Fuentes, President





Procurement, Engineering & Construction

Attachment

Invoice #1673

Invoice #1712

Invoice #1724

Invoice #1741

Invoice #	Date	Total Amount (USD)	Amount Due (USD)
1673	3/21/13	\$ 107,106.60	\$ 107,106.60
1712	7/31/13	\$ 26,786.28	\$ 26,786.28
1724	11/12/13	\$ 755,866.70	\$ 755,866.70
1741	1/14/14	\$ 3,248,465.66	\$ 3,248,465.66
Total		\$ 4,138,225.24	\$ 4,138,225.24

LINDSAYCAUSA**INVOICE**

14350 Chrisman Road
Houston TX 77039
PH: 713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

Invoice No.: 001673
Invoice Date: 03/21/13
Due Date: 04/20/13
PO No.: PO#5100105592 / RFQ 6500243479
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

Contact Name:

Terms: NET 30

Ship Via:

SHIP TO

Clover International INC
15700 International Plaza Dr

Houston TX 77032
USA

Item	Quantity	Description	Unit Price	Total
TMEMVARIVARI0003	15	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	\$ 7,140.44	\$ 107,106.60
			Subtotal	\$ 107,106.60

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON, TEXAS
713 467 9560
www.LINDSAYCAUSA.com

Total \$ 107,106.60
Balance Due \$ 107,106.60

Remarks: PO#5100105592
RFQ#6500243479
Delivery Terms:FCA Houston Tx
Payment Terms: NET 30
Item Part#00657107
HTS#8537.10.9060
ECCN#EAR99



RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

03-22-2013 0137

Thanks for sending us your payment promptly. We appreciate your business!

LINDSAYCAUSA

14350 Chrisman Road
Houston TX 77039
PH: 713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

INVOICE

Invoice No.: 001712
Invoice Date: 07/31/13
Due Date: 08/30/13
PO No.: PO#5100106945 RFQ#6500241551
TAX ID :
Page No.: Page 1 of 1

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:

Terms: NET 30

Ship Via:

Item #	Description	Unit Price	Quantity
TSMSPSMLTPSM0024	2 PLATE 1/4", 96" X 48" X 1/4" SS, ASTM A240 GR240 T-410	\$ 2,943.14	\$ 5,886.28
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 9 1/8, 12"L GARDE UNS N04400	\$ 10,450.00	\$ 20,900.00
Subtotal			\$ 26,786.28

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

Total \$ 26,786.28

Balance Due \$ 26,786.28

Remarks: PO#5100106945 RFQ#6500241551
Delivery Terms: FCA VNDR'S WHSE Houston TX
Payment Terms: NET 30
Item#00300257
HTS#7505.12.00.00
ECCN#EAR99
License#NLR
Item#00300026
HTS#7505.12.00.00
ECCN#EAR99
License#NLR

ORIGINAL



RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

VIRGILIO ORTUNO
08/01/13 2 SHD

LINDSAYCA
HOUSTON, TEXAS
713-467-9560
www.lindsaycausa.com

LINDSAYCAUSA**INVOICE**

4350 Chrisman Road
Houston TX 77039
713 467 9560
713 467 9561
www.lindsaycausa.com

Invoice No.: 001724
Invoice Date: 11/12/13
Due Date: 12/12/13
PO No.: PO#5100106218 RFQ#6500243769
TAX ID:
Page No.: Page 1 of 1

BILL TO**SHIP TO**

Barliven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

DHL Global Forwarding

Houston TX 77077
USA

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TSMSPSMLTPSM0001	800	PIP 00344063 PIP SML 1/2IN 0.30 LB/FT A269TP316 PL 20FT	\$ 25.90	\$ 20,720.00
TSMSPSMLTPSM0002	900	TUB 00305092 TUB SML CS 1IN 20FT	\$ 11.12	\$ 10,008.00
TSMSPSMLTPSM0003	60	PIP 00315608 PIP SML 3/8IN 0.22 LB/FT A269TP316 PL 20FT	\$ 25.71	\$ 1,542.60
TSMSPSMLTPSM0004	150	PIP 00315610 PIP SML 1/4IN 0.11 LB/FT A269TP316 PL 20 FT	\$ 15.71	\$ 2,356.50
TSMSPSMLTPSM0005	20	PIP 00315611 PIP SML 3/8IN 0.17 LB/FT A269TP316 PL 20 FT	\$ 20.32	\$ 1,614.20
TSMSPSMLTPSM0006	3000	TUB 00315619 TUB SML AL-LATON 3/4IN 16FT	\$ 62.50	\$ 185,700.00
TSMSPSMLTPSM0007	80	PIP 00315625 PIP SML 0.840 IN BS 2671 CZ 110 PART 2 20FT	\$ 140.42	\$ 11,233.60
TSMSPSMLTPSM0008	80	PIP 00315626 PIP SML 1.050IN 20FT	\$ 168.92	\$ 13,513.60
TSMSPSMLTPSM0009	80	PIP 00315627 PIP SML 1.315IN BS 2671 CZ 110 PART 2 T 20FT	\$ 279.31	\$ 22,344.80
TSMSPSMLTPSM0010	80	PIP 00315628 PIP SML 1.5IN BS 2671 CZ 110 PART 2 ACC 20FT	\$ 489.36	\$ 39,148.80
TSMSPSMLTPSM0011	125	PIP 00315629 PIP SML 2.375 IN BS 2671 CZ 110 PART 2 20FT	\$ 845.27	\$ 77,432.40
TSMSPSMLTPSM0012	800	TUB 00368168 TUB SML ALEACION COOPER-NICKEL 1IN 16 FT	\$ 195.91	\$ 155,145.00
TSMSPSMLTPSM0013	1200	TUB 00368178 TUB SML ALEACION COOPER-NICKEL 1IN 16FT	\$ 152.45	\$ 182,940.00
TSMSPSMLTPSM0014	200	TUB 00368187 TUB SML CS 3/4IN 20FT	\$ 16.75	\$ 3,349.00
TSMSPSMLTPSM0015	400	TUB 00368190 TUB SML CS 1IN 16FT	\$ 16.95	\$ 6,772.00
TSMSPSMLTPSM0016	2000	TUB 00358192 TUB 1IN 20FT	\$ 25.21	\$ 50,420.00
Subtotal				\$ 755,866.70

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA

Total \$ 755,866.70

Balance Due \$ 755,866.70

Remarks: Barliven, S. A. c/o PDVSA Services, Inc.
PO#5100106218 RFQ#6500243769
Delivery Terms: FCA Shanghai Port China
Payment Terms: 30 Days

Thanks for sending us your payment promptly. We appreciate your business!

LINDSAYCAUSA**INVOICE**

14350 Chrisman Road
Houston TX 77039
713 467 9560
713 467 9561
www.lindsaycausa.com

Invoice No.: 001741
Invoice Date: 01/14/14
Due Date: 02/13/14
PO No.: PO#5100106157/RFQ#6500247663
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

SHIP TO

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TBT8BATT120V0001	18	BLOCK BATTERY VE 92cells, 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 41,220.85	\$ 741,975.30
TBT8BATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 660L,	\$ 210,316.32	\$ 420,632.64
TBT8BATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237,864.01	\$ 713,592.03
TBT8BATT120V0004	2	BLOCK BATTERY VE:92 CELLS, 30VDC NICAD CONSISTING OF:25 EACH PAR NO: FNC 40M RATED 40AH	\$ 8,717.99	\$ 17,435.98
TBT8BATT110V0001	3	BLOCK BATTERY 92 cells, 110VDC NiCad System consisting of 92 ea FNC 35H Rated	\$ 38,349.96	\$ 115,049.88
TBT8BATT120V0005	2	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114,463.84	\$ 228,927.68
9BATT24VD0001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 40	\$ 6,959.84	\$ 20,879.52
aBATT24VD0002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 60	\$ 9,091.45	\$ 9,091.45
TBT8BATT240V0001	2	BLOCK BATTERY 184 cells, 240 VDC NiCad Battery System of 200 ea. PN. FNC 180M	\$ 191,502.76	\$ 383,005.52
TBT8BATT288V0001	2	BLOCK BATTERY VE 223 cells, 288VDC NiCad System consisting of 236 ea. PN: FNC 180M	\$ 225,903.59	\$ 451,807.18
TBT8BATT24VD0003	4	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 44	\$ 36,517.12	\$ 146,068.48
Subtotal				\$ 3,248,465.66

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON TEXAS
713-467-9560
www.LINDSAYCAUSA.com

Total \$ 3,248,465.66

Balance Due \$ 3,248,465.66

Remarks: PO#5100106157
RFQ#6500247663
Delivery Terms:FCA VNDR's WHSE Houston TX
Payment Terms: NET 30
HTS#8507 30.8010
ECCN#EAR099
License#NLR

Thanks for sending us your payment promptly. We appreciate your business!

LINDSAYCAUSA

Procurement, Engineering & Construction

14 January 2018

Bariven S.A.
Edificio Petróleos de Venezuela, Torre Este,
Av. Libertador, La Campiña
Distrito Metropolitano de Caracas; Distrito Capital, 169
República Bolivariana de Venezuela

PDVSA Services Inc
1293 Eldridge Parkway
Houston, TX 77077
USA



Personal delivery

Re: Notice of dispute

Dear Sir or Madam,

I am writing in my capacity as authorized representative of **LINDSAYCA USA, Inc** ("Lindsay"), a Texas Corporation, in relation with **Bariven S.A.'s** ("Bariven") failure to pay several outstanding invoices (the "Invoices") issued by Lindsay.

Between 2103 and 2014, Lindsay has delivered goods to Bariven pursuant to various Purchase Orders and the Invoices for the delivery of these goods are due and payable. We attach an overview of the Invoices, including the outstanding amounts due.

The total of outstanding amount is **US\$ 4,138,225.24**, to be updated with statutory and/or commercial interest.

We require that you confirm in writing within 30 days whether Lindsay can expect payment of the outstanding amounts. Lindsay reserves all its rights, including its right to file a Request for Arbitration with the International Chamber of Commerce in order to obtain an enforceable award for payment of the Invoices and any related amounts, including statutory and/or commercial interest in respect of the outstanding amounts, against Bariven and/or PDVSA Services Inc.

For the avoidance of doubt, this letter is an act of interruption of any limitation period in relation to any of the circumstances and/or claims addressed herein and in relation hereto. This letter is directed to Bariven and to PDVSA Services Inc, in its capacity as Bariven's Agent for the purpose of the Purchase Orders and in its own capacity.

Lindsay reserves all rights and waives none.

Yours sincerely,

A large, stylized handwritten signature in black ink, likely belonging to a representative of Lindsay.

LINDSAYCAUSA**Procurement, Engineering & Construction****Attachment****Invoice #1673****Invoice #1712****Invoice #1724****Invoice #1741**

Invoice #	Date	Total Amount (USD)	Amount Due (USD)
1673	3/21/13	\$ 107,106.60	\$ 107,106.60
1712	7/31/13	\$ 26,786.28	\$ 26,786.28
1724	11/12/13	\$ 755,866.70	\$ 755,866.70
1741	1/14/14	\$ 3,248,465.66	\$ 3,248,465.66
Total		\$ 4,138,225.24	\$ 4,138,225.24

INVOICE**LINDSAYCAUSA**

14350 Chrisman Road
Houston TX 77039
PH: 713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

Invoice No.: 001673
Invoice Date: 03/21/13
Due Date: 04/20/13
PO No.: PO#5100105592 / RFQ 6500243479
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

Contact Name:

Terms: NET 30

Ship Via:

SHIP TO

Clover International INC
15700 International Plaza Dr

Houston TX 77032
USA

Item	Quantity	Description	Unit Price	Total
TMEMVARIVARI0003	15	RELAY PROTECTION GE 760-P5-S5-HI-A20-R-E	\$ 7,140.44	\$ 107,106.60
Subtotal				\$ 107,106.60

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON, TEXAS
713 467 9560
www.LINDSAYCAUSA.com

Total \$ 107,106.60
Balance Due \$ 107,106.60

Remarks: PO#5100105592
RFQ#6500243479
Delivery Terms: FCA Houston Tx
Payment Terms: NET 30
Item Part#00657107
HTS#8537.10.9060
ECCN#EAR99



RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

03-22-2013 0137

Thanks for sending us your payment promptly. We appreciate your business!

LINDSAYCAUSA

14350 Chrisman Road
Houston TX 77039
PH: 713 467 9560
Fax: 713 467 9561
www.lindsaycausa.com

INVOICE

Invoice No.: 001712
Invoice Date: 07/31/13
Due Date: 08/30/13
PO No.: PO#5100106945 RFQ#6500241551
TAX ID :
Page No.: Page 1 of 1

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:
Terms: NET 30
Ship Via:

		Unit Price	Quantity
TSMSPSMLTPSM0024	2 PLATE 1/4", 96" X 48" X 1/4" SS, ASTM A240 GR240 T-410	\$ 2,943.14	\$ 5,886.28
TSMSPSMLTPSM0023	2 ROUND BAR, SOLID MONEL ASTM B 164, DIA 9 1/8, 12"L GARDE UNS N04400	\$ 10,450.00	\$ 20,900.00
Subtotal			\$ 26,786.28

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

Total \$ 26,786.28
Balance Due \$ 26,786.28

Remarks: PO#5100106945 RFQ#6500241551
Delivery Terms:FCA VNDR'S WHSE Houston TX
Payment Terms: NET 30
Item#00300257
HTS#7505.12.00.00
ECCN#EAR99
License#NLR
Item#00300026
HTS#7505.12.00.00
ECCN#EAR99
License#NLR

ORIGINAL

RECEIVED IN
GOOD ORDER
SUBJECT TO
VERIFICATION

VIRGILIO ORTUNO
08/01/13 2 SHD

LINDSAYCA
HOUSTON TEXAS
713-467-9560
www.lindsaycausa.com

LINDSAYCAUSA**INVOICE**

350 Chrisman Road
Houston TX 77039
713 487 9560
713 487 9561
www.lindsaycausa.com

Invoice No.: 001724
Invoice Date: 11/12/13
Due Date: 12/12/13
PO No.: PO#5100106210 RFQ#6500243769
TAX ID:
Page No.: Page 1 of 1

BILL TO**SHIP TO**

Barliven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway
Houston TX 77077
USA

DHL Global Forwarding

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TSMSPSMLTPSM0001	800	PIP 00344063 PIP SML 1/2IN 0.3015/FT A269TP316 PL 20FT	\$ 29.90	\$ 23,920.00
TSMSPSMLTPSM0002	500	TUB 00306062 TUB SML CS 1IN 20FT	\$ 21.10	\$ 10,550.00
TSMSPSMLTPSM0003	60	PIP 00315608 PIP SML 3/8IN 0.22 LB/FT A269TP316 PL 20FT	\$ 25.71	\$ 1,542.60
TSMSPSMLTPSM0004	150	PIP 00315610 PIP SML 1/4IN 0.11 LB/FT A269TP316 PL 20 FT	\$ 15.11	\$ 2,266.50
TSMSPSMLTPSM0005	90	PIP 00315611 PIP SML 3/8IN 0.17 LB/FT A269TP316 PL 20 FT	\$ 20.39	\$ 1,835.10
TSMSPSMLTPSM0006	3 000	TUB 00315619 TUB SML AL-LATON 3/4IN 16FT	\$ 492.00	\$ 1,476,000.00
TSMSPSMLTPSM0007	80	PIP 00315625 PIP SML 0.840 IN BS 2871 CZ 110 PART 2 20FT	\$ 140.43	\$ 11,234.40
TSMSPSMLTPSM0008	80	PIP 00315628 PIP SML 1.050IN 20FT	\$ 158.92	\$ 12,713.60
TSMSPSMLTPSM0009	80	PIP 00315627 PIP SML 1.315IN BS 2871 CZ 110 PART 2 20FT	\$ 279.31	\$ 22,344.80
TSMSPSMLTPSM0010	80	PIP 00315628 PIP SML 1.9IN BS 2871 CZ 110 PART 2 ACC 20FT	\$ 429.36	\$ 34,348.80
TSMSPSMLTPSM0011	125	PIP 00315629 PIP SML 2.375 IN BS 2871 CZ 110 PART 2 20FT	\$ 645.27	\$ 80,658.75
TSMSPSMLTPSM0012	800	TUB 00368168 TUB SML ALLEACION COOPER-NICKEL 1IN 16 FT	\$ 195.01	\$ 156,008.00
TSMSPSMLTPSM0013	1 200	TUB 00368178 TUB SML ALLEACION COOPER-NICKEL 1IN 16FT	\$ 152.45	\$ 182,940.00
TSMSPSMLTPSM0014	200	TUB 00368187 TUB SML CS 3/4IN 20FT	\$ 10.15	\$ 2,030.00
TSMSPSMLTPSM0015	400	TUB 00368190 TUB SML CS 1IN 16FT	\$ 16.95	\$ 6,780.00
TSMSPSMLTPSM0016	2 000	TUB 00368192 TUB 1IN 20FT	\$ 25.21	\$ 50,420.00
Subtotal				\$ 755,866.70

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA

Total \$ 755,866.70

Balance Due \$ 755,866.70

Remarks: Barliven, S. A. c/o PDVSA Services, Inc.
PO#5100106210 RFQ#6500243769
Delivery Terms: FCA Shanghai Port China
Payment Terms: 30 Days

Thanks for sending us your payment promptly. We appreciate your business!

LINDSAYCAUSA

14350 Chrisman Road
Houston TX 77039
713 467 9560
713 467 9561
www.lindsaycausa.com

INVOICE

Invoice No.: 001741
Invoice Date: 01/14/14
Due Date: 02/13/14
PO No.: PO#5100106157/RFQ#6500247663
TAX ID :
Page No.: Page 1 of 1

BILL TO

Bariven, S. A. c/o PDVSA Services, Inc.
1293 Eldridge Parkway

Houston TX 77077
USA

SHIP TO

Clover International Inc.
14134 Vickery Dr.

Houston TX 77032
USA

Contact Name:

Terms: NET 30

Ship Via:

Item	Quantity	Description	Unit Price	Total
TBT8BATT120V0001	18	BLOCK BATTERY VE 92cells, 120VDC NiCad System consisting of 100 ea. FNC 35H,	\$ 41 220 85	\$ 741,975 30
TBT8BATT120V0002	2	BLOCK BATTERY VE 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 660L,	\$ 210 316 32	\$ 420 632 64
TBT8BATT120V0003	3	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 560	\$ 237 864 01	\$ 713,592 03
TBT8BATT120V0004	2	BLOCK BATTERY VE:92 CELLS, 30VDC NICAD CONSISTING OF:25 EACH PAR NO: FNC 40M RATED 40AH	\$ 8,717 99	\$ 17,435 98
TBT8BATT110V0001	3	BLOCK BATTERY 92 cells, 110VDC NiCad System consisting of 92 ea FNC 35H Rated	\$ 38 349 96	\$ 115 049 88
TBT8BATT120V0005	2	BLOCK BATTERY 92 cells, 120VDC NiCad System consisting of 100 ea. FNC 259	\$ 114 463 84	\$ 228 927 68
TBT8BATT24VD0001	3	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 4C	\$ 6,959 84	\$ 20 879 52
TBT8BATT24VD0002	1	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 6C	\$ 9 091 45	\$ 9,091 45
TBT8BATT240V0001	2	BLOCK BATTERY 184 cells, 240 VDC NiCad Battery System of 200 ea. PN. FNC 180M	\$ 191 502 76	\$ 383,005 52
TBT8BATT288V0001	2	BLOCK BATTERY VE 223 cells, 288VDC NiCad System consisting of 236 ea. PN: FNC 180M	\$ 225 903 59	\$ 451 807 18
TBT8BATT24VD0003	4	BLOCK BATTERY 20 cells, 24VDC NiCad System consisting of 20 ea. PN: FNC 44	\$ 36 517 12	\$ 146 068 48
Subtotal				\$ 3,248,465 66

Wire Transfer to

LINDSAYCA USA INC
Compass Bank
Houston, TX, 77019 - 6043
Routing No: 113010547
Account No: 2533168984

LINDSAYCA
HOUSTON TEXAS
713-467-9561
www.LINDSAYCAUSA.com

Total \$ 3,248,465 66

Balance Due \$ 3,248,465.66

Remarks: PO#5100106157
RFQ#6500247663
Delivery Terms:FCA VNDR's WHSE. Houston TX
Payment Terms: NET 30
HTS#8507 30.8010
ECCN#EAR099
License#NLR

Thanks for sending us your payment promptly. We appreciate your business!

Exhibit “F”



Caracas 8 de marzo de 2017

Señores,
LINDSAYCA USA

CERTIFICACIÓN DE DEUDA

Quien suscribe, Francisco Jiménez, en mi carácter de Presidente de Bariven, S.A. filial de Petróleos de Venezuela, S.A, una vez validados los asientos administrativos y contables de esta empresa, **CERTIFICO** que existe una deuda por la cantidad de **OCHO MILLONES TRESCIENTOS CUATRO MIL DOSCIENTOS OCHO CON 85 CENTAVOS DE DOLARES AMERICANOS (USD 8.304.208,85)**, a favor de la empresa **LINDSAYCA USA**, a razón de compras de Materiales. En el cuadro siguiente se reflejan los detalles de la misma.

Acreedor 350015797
Sociedad OPBR

Nombre Lindsayca USA
Población Houston

St	Texto	N° doc.	Ref.	Mon.	Importe en MD	Fe. contab.
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008480	001723	USD	950.000,00	15.07.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008578	001723	USD	500.000,00	23.07.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	1800008934	001723	USD	500.000,00	08.09.2014
<input checked="" type="checkbox"/>	5100105592XG APROBADA 03042013	4901401722	001673	USD	107.106,60-	03.04.2013
<input checked="" type="checkbox"/>	5100106945XG APROBADA 20082013	4901439023	001712	USD	26.786,28-	20.08.2013
<input checked="" type="checkbox"/>	5100101154SD Aprobada 18122013 Item 2 ABONO	4901473437	001723	USD	4.409.754,82-	18.12.2013
<input checked="" type="checkbox"/>	5100106218XK APROBADA 24122013	4901482985	001724	USD	755.866,70-	24.12.2013
<input checked="" type="checkbox"/>	5100106157XK APROBADA 30012014	4901492244	001741	USD	3.248.465,66-	30.01.2014
<input checked="" type="checkbox"/>	5100101154SD Aprobada 25012013 LINK VERIFICAR SOPO	9460001023	001720	USD	1.706.228,79-	18.10.2013
*				USD	8.304.208,85-	

Atentamente,

Francisco Jiménez
Presidente de Bariven, S.A.



Recibido.
Hecho Fuentz
Presidente
10/03/2017